



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

AGREEMENT FOR

PROPERTY AND CASUALTY INSURANCE BROKER SERVICES

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC

AGREEMENT NO. 21-207

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000**

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of December 15th, 2021, (hereinafter referred to as the Agreement), by and between **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **Arthur J. Gallagher Risk Management Services, Inc.** (hereinafter referred to as CONSULTANT), a Florida Corporation, whose Federal Employer ID Number is **36-2102482**;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 21-207/PA, the AUTHORITY has solicited to employ the services of the CONSULTANT for the purpose of providing Property and Casualty Insurance Broker Services, and;

Whereas, CONSULTANT represents it is qualified, capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by the other, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

The Effective Date of this Agreement shall be December 15, 2021, and the Initial Term of this Agreement is for three (3) years and shall expire on December 14, 2024.

The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY's Board, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work, attached hereto as Exhibit A and as authorized by the AUTHORITY. These authorizations will be referred to as Work Assignments. Each Work Assignment shall be in writing and set forth the specific services required, the amount of compensation, and the completion date. The CONSULTANT, upon the prior written approval of the AUTHORITY, may employ the use of sub-consultant(s) whose services are necessary to complete individual Work Assignments under this Agreement. In such case the sub-consultant, the specific services to be performed, and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment.

ARTICLE 3 - COMPENSATION

- 3.1 The AUTHORITY shall pay CONSULTANT in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B. In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on individual Work Assignment(s).
- 3.2 All invoices must reference this Agreement along with the assigned purchase order number and the specific Work Assignment.
- 3.3 CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the Work Assignment, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowed.

- 3.4 Payment of invoices shall be within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

- 3.5 CONSULTANT will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been properly invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by CONSULTANT. The AUTHORITY shall not be liable for the payment of any such additional charges or costs not included in the Final Invoice.

ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida and acceptable to the Authority.
1. **General Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each occurrence, and with property damage limits of not less than \$5,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
 4. **Professional Liability** Insurance with limits of not less than \$5,000,000 annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONSULTANT shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** after written notice has been given to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **Additional Insured** on the General Liability and Automobile Liability insurance policy required by this Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **Additional Insured** on all of their liability insurance policies.
- 4.4 CONSULTANT shall ensure that CONSULTANT'S naming of the AUTHORITY as an additional insured on its General Liability and Automobile Liability insurance policies pursuant to this Agreement shall afford coverage for the negligent, reckless, intentionally wrongful or willful acts of CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.
- 4.5 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the required insurance limits herein, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim(s) in excess of the sub-consultants insurance coverage.

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

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of any and all work performed pursuant to this Agreement as is ordinarily provided by comparable professionals under similar circumstances. The CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONSULTANT warrants that all services shall be performed to the professional standards in the field by skilled, qualified and competent personnel.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONSULTANT

- 7.1 The CONSULTANT is, and shall be, in the performance of any and all work undertaken pursuant to this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.
- 7.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 8 - AUTHORITY TO CONDUCT BUSINESS

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements of this Agreement for the entire term or until terminated as provided for herein.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of any and all work performed pursuant to this Agreement, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTANT

- 10.1 The AUTHORITY reserves the right, in its sole and unfettered discretion, to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.
- 10.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

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

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONSULTANT, terminate this Agreement in whole or in part if the CONSULTANT: a) fails to satisfactorily perform any provisions of this Agreement; or b) fails to make progress so as to endanger performance under the terms and conditions of this Agreement; or c) repeatedly fails to perform; or d) does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may, in its sole and unfettered discretion, procure goods and/or services similar to those terminated, and the CONSULTANT shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of the CONSULTANT), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate this Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONSULTANT, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action by the AUTHORITY, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, in the Notice of Termination, the CONSULTANT shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date specified in the Notice of Termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of that party's obligations of this Agreement.

ARTICLE 17 – JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located exclusively in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY

As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT

retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the CONSULTANT from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONSULTANT agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONSULTANT is familiar with the contents of same.

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

- 20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 20.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT AND MODIFICATION

The AUTHORITY and the CONSULTANT agree that this Agreement, including Exhibits, and matters incorporated by specific reference set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the services, whether written or oral. None of the provisions or terms and conditions contained in this Agreement may be added to, amended, modified, superseded or otherwise altered except by written instrument executed by the parties thereto.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party and its partners, successors, executors, administrators, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the AUTHORITY in its sole discretion via written and fully executed assignment.

ARTICLE 23 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole and unfettered discretion.

ARTICLE 26 - PUBLIC RECORDS, ACCESS AND AUDITS

- 26.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.
- 26.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 NORTH JOG ROAD

WEST PALM BEACH, FL 33412

561-640-4000 EXT. 4606

RECORDSCUSTODIAN@SWA.ORG

- 26.3 The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

- 26.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 26.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
- 26.6 Therefore, the CONSULTANT is required to:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
 - 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONSULTANT does not transfer the records to the AUTHORITY; and
 - 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONSULTANT or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.
- 26.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

ARTICLE 27 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with

the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 28 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Daniel Pellowitz, Executive Director
Office No.: 561-640-4000 Fax No.: 561-640-3400

AS TO CONSULTANT

Arthur J. Gallagher Risk Management Services, Inc.
2255 Glades Road
Ste. 240W
Boca Raton, FL 33431

Attention: Zeb Holt, Regional Executive Vice President
Office No.: 305-639-3113 Fax No.: 561-995-6708 E-Mail: Zeb_Holt@ajg.com

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

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

ARTICLE 29 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of **Donald White, Director**, or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 30 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject any proposed changes in key personnel. The following personnel shall be considered key personnel:

Judy Arenz, CPCU - Area Senior Vice President
Phone: (561) 998-6780 Email: Judy_Arenz@ajg.com

Tom Gill, CRM, CIC, MBA – Area Assistant Vice President and Account Executive
Phone: (561) 998-6812 Email: Tom_Gill@ajg.com

Kathy Hill, CIC – Area Assistant Vice President
Phone: (561) 998-6785 Email: Kathy_Hill@ajg.com

Agnes Polom, AAI – Account Manager
Phone: (561) 998-6799 Email: Agnes_Polom@ajg.com

ARTICLE 31 – EQUAL BUSINESS OPPORTUNITY PROGRAM:

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein by specific reference. The AUTHORITY'S Purchasing Manual can be found at <https://swa.org/602/PURCHASING-MANUAL>. The execution of this Agreement by the CONSULTANT is an acknowledgement by the CONSULTANT that it is familiar with these provisions of the AUTHORITY'S Purchasing Manual and intends to be bound by same. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

31.1 Affirmative Procurement Initiative (API):

The AUTHORITY has applied a mandatory minimum 12% Subcontracting Participation goal for Small Business Enterprise (SBE) participation to this Agreement.

The CONSULTANT hereby acknowledges and agrees that its commitment shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that commitment is material to its satisfactory performance under this Agreement.

SBE SUBCONTRACTOR PARTICIPATION:

The CONSULTANT acknowledges its commitment to achieve Twelve percent (12%) SBE Participation. All firms must perform a "Commercially Useful Function" on this contract. See Definition Section of the AUTHORITY'S Purchasing Manual, as incorporated herein.

31.2 Subcontractor/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONSULTANT to AUTHORITY with its price proposal for this Agreement must include the names of the certified SBE Sub-consultants to be used by CONSULTANT on this contract. The CONSULTANT must identify the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each SBE Sub-consultant, and documentation including a description of each SBE Sub-consultant's scope of work and confirmation of each SBE sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount, is hereby attached as Exhibit "C" and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of CONSULTANT to attain this sub-consulting/subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of this Agreement and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon SBE sSub-consulting/sSubcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

31.3 Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments from the CONSULTANT to local certified SBE Firms providing goods and/or services under this Agreement, by the actual payments made to the CONSULTANT from the AUTHORITY.

The goal is to encourage doing business with certified local SBE firms with certifications from any certifying

organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local SBE firm included in the CONSULTANT's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to solicitation. Certified local SBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in Section 6 of the AUTHORITY's Purchasing Manual, as of the aforementioned dates required for certification.

31.4 Demonstration of Good Faith Effort:

CONSULTANT is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY's Purchasing Manual, to accomplish the Affirmative Procurement Initiative as described in Section 31.1, and to meet the commitments in the S/M/WBE Subcontractor/Supplier Utilization Plan, attached as Exhibit C. No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EBO Office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of requested additions or substitutions, the S/M/WBE Subcontractor/Supplier name, scope of work, and dollar value of work to be performed in addition to any other documentation requested by the EBO office. Upon approval, this request shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of the Agreement without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONSULTANT shall follow all requirements of the EBO Program, including:

1. If CONSULTANT is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the CONSULTANT shall seek substitute or additional S/M/WBEs to fulfill the requirements; however, the requested substitution must be approved in writing by the Director of the EBO Office or designee and the Originating Department Director or designee prior to the substitute or additional S/M/WBE's performance of work under this Agreement.
2. If, after reasonable Good Faith Efforts, the CONSULTANT is unable to find an acceptable substitute or additional SBE, a post-award waiver shall be requested. The request shall document the reasons for the CONSULTANT'S inability to meet the goal requirement. In the event the CONSULTANT is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or addition for the initial SBE'S proposed utilization, this Agreement may, in the AUTHORITY'S sole and unfettered discretion, be terminated for material breach or the AUTHORITY may pursue such other remedies or penalties available under the terms of this Agreement, the AUTHORITY's Purchasing Manual and/or allowed by law.
3. If requesting a post-award vendor subcontracting waiver, the CONSULTANT shall request the waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (Attachment B). All documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted. **CONSULTANT shall submit request by visiting swa.gob2g.com.**

ARTICLE 32 - Equal Business Opportunity (EBO) Program Compliance – General Provisions:

- 32.1 CONSULTANT acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that CONSULTANT's commitments including, but not limited to, the Subcontractor/Supplier Utilization Plan, are part of CONSULTANT's scope of work as referenced in the AUTHORITY's solicitation that formed the basis for contract award and subsequent execution of this Agreement. CONSULTANT's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this Agreement to be material terms. CONSULTANT /voluntarily agrees to fully comply with the EBO Program terms as a condition of being

awarded this Agreement by the AUTHORITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

- a) CONSULTANT shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of all of its Sub-consultants/Subcontractors and Suppliers, including both SBE and non-SBE firms for their performance of Commercially Useful Functions on this Agreement, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely reporting of payments, and entry of data into the **Equal Business Opportunity Management System**, and ensuring the timely compliance of its Sub-consultants/Subcontractors and Suppliers with this requirement. **CONSULTANT shall report and enter data by visiting swa.gob2g.com;**
- b) CONSULTANT shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of CONSULTANT or its Sub-consultants/Subcontractors or sSuppliers;
- c) CONSULTANT shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-consultants/Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d) CONSULTANT shall immediately notify AUTHORITY through the EBO or the Originating Department for this Agreement of any proposed changes to CONSULTANT's Subcontractor /Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Sub-consultants/Subcontractors or suppliers in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Sub-consultant/Subcontractor or supplier, substitutions of new Sub-consultants, terminations of previously designated Sub-consultants, or reductions in the scope of work and value of work awarded to Sub-consultants/Subcontractors or suppliers by submitting a Change To Utilization Plan form ([Attachment A](#)), and Post Award Vendor Subcontracting Waiver Request ([Attachment B](#)), if applicable, and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) CONSULTANT shall immediately notify the Originating Department and EBO of or change in its ownership or business structure;
- f) CONSULTANT shall retain all records of its Sub-consultant's/Subcontractor's payments for this Agreement for a minimum of five (5) years following the conclusion of this Agreement ;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONSULTANT's Subcontractor /Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its SBE Sub-consultant(s)/Subcontractor(s) or joint venture partner(s) towards attainment of SBE firm utilization goals, and the CONSULTANT and its listed SBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) CONSULTANT acknowledges that the AUTHORITY will not execute this Agreement or any related Work Assignments for this project until the CONSULTANT and each of its Sub-consultants/Subcontractors for this project have registered and/or maintained active status in the AUTHORITY's Equal Business

Opportunity Management System and CONSULTANT has represented to AUTHORITY which primary commodity codes each registered Sub-consultant/Subcontractor will be performing under for this Agreement;

- i) CONSULTANT acknowledges that the AUTHORITY will not execute this Agreement or any related Work Assignments for this project until the CONSULTANT provides an executed agreement with each of its SBE Sub-consultants or suppliers with a term that is the same as with this Agreement at a minimum.

ARTICLE 33 - Affirmative Procurement Initiatives – Compliance:

33.1 Prompt Payment:

Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Sub-consultants to ensure that the CONSULTANT's reported sub-contract participation is accurate. CONSULTANT shall pay its Sub-consultants in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

33.2 Violations:

In addition to the above, CONSULTANT acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

33.3 Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;
- b) Withholding of funds;

- c) Recession of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal to a future bid or RFP;
- e) Debarment of a Respondent, Contractor or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and
- f) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

ARTICLE 34 - SCRUTINIZED COMPANIES

- 34.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

- 34.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, this Agreement certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

ARTICLE 35 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 35.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the CONSULTANT deem it in the best interest of their business to do so.

- 35.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

ARTICLE 36 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

ARTICLE 37 – E-VERIFY – EMPLOYMENT ELIGIBILITY

- 37.1 The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT'S subcontractors/subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.
- 37.2 AUTHORITY shall terminate this Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONSULTANT'S subcontractor/subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, AUTHORITY shall notify CONSULTANT to terminate its contract with the subcontractor/subconsultant and CONSULTANT shall immediately terminate its contract with the subcontractor/subconsultant. If AUTHORITY terminates this Agreement pursuant to the above, CONTRACTOR/CONSULTANT shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONTRACTOR/CONSULTANT shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

In Witness Whereof, AUTHORITY, and CONSULTANT/CONTRACTOR have made and executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

- 1. [Signature]
- 2. [Signature]

By: [Signature]
Daniel Pelkowitz
Executive Director

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY:

By: Howard J. Falcon III
Howard J. Falcon, III
General Counsel

Digitally signed by Howard J. Falcon III
DN: DC=org, DC=pbcgov, OU=Enterprise,
OU=CATT, OU=Users, CN=Howard J. Falcon III,
E=Hfalcon@pbcgov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2021.12.13 14:30:36-05'00'
Full Thread Index: 10.1.0

APPROVED AS TO TERMS AND CONDITIONS:

[Signature]
Signature
Patrick D. Carroll
Print Name
COO
Title

ATTEST:

[Signature]
Jon F. Fiegen
Assistant Corporate Secretary

CONSULTANT:

[Signature]
Zeb Holt
Authorized Signature

WITNESS:

- 1. Diane Wiest
- 2. Jean M. Seymour

Zeb Holt
Print Name
Regional EVP - FL
Title
12/9/2021
Date

(Affix Corporate Seal)



SCOPE OF WORK

- A. The Scope of Services to be provided pursuant to this RFP includes:
1. The BROKER shall, at the request of the AUTHORITY's Risk Management Department and at the BROKER's expense, be responsible for rendering all of the following professional services, including other services not defined herein that are usual and customary to that of an insurance BROKER, and any other additional insurance-related services, which may become necessary during the life of the Contract:
 2. BROKER shall service, underwrite, negotiate with underwriters, market, and place either new or existing insurance program(s) or coverage(s) as requested by AUTHORITY.
 3. BROKER shall keep the AUTHORITY informed of changing insurance market conditions which may affect AUTHORITY's insurance program or coverages.
 4. BROKER shall advise, consult, and make recommendations to AUTHORITY on new or existing insurance program(s) or coverage(s).
 5. BROKER shall keep AUTHORITY informed about new products and pricing opportunities in the insurance marketplace.
 6. BROKER shall timely provide, review, and service all insurance policies, binders, and endorsements to ensure compliance with AUTHORITY's requirements.
 7. BROKER shall inform underwriters of changes in exposures when notified by AUTHORITY.
 8. BROKER shall aid AUTHORITY, when requested, with answers to coverage questions or claim disputes with insurer(s).
 9. BROKER shall provide AUTHORITY, when requested, with written responses on market research or market conditions relating to insurance and risk management related matters.
 10. BROKER shall make all reasonable efforts, based on information available, to place the AUTHORITY's insurance coverages with financially stable insurance companies that demonstrate a strong ability to meet their ongoing obligations to AUTHORITY.
 11. BROKER shall assist AUTHORITY in the development of insurance specifications for bids and requests for proposals.
 12. BROKER shall provide AUTHORITY, when requested, with multiple proposals for each program or coverage when available and reasonable.
 13. BROKER shall assist AUTHORITY in identifying and analyzing property and liability loss exposures.
 14. BROKER shall assist AUTHORITY examining the feasibility of alternative risk financing techniques.
 15. BROKER shall assist AUTHORITY in monitoring and improving the risk financing techniques and program in general.

EXHIBIT "A"

16. BROKER shall assist, coordinate and facilitate the implementation of loss control recommendations between insurer(s) and AUTHORITY.
17. BROKER shall coordinate or facilitate claims Third Party Administrator (T.P.A.) administration between AUTHORITY, BROKER, and insurer(s).
18. BROKER shall coordinate and arrange direct meetings, when requested, between AUTHORITY and insurance company underwriter(s).
19. BROKER shall agree to provide any other requested broker services over and beyond those services identified in this Request for Proposal at the request of AUTHORITY and at the agreed upon additional fee, if any.
20. BROKER shall make it very clear in their proposal if there is any service noted above which the BROKER is unwilling or unable to comply with or deliver to AUTHORITY.

BROKERS are advised to propose based on the entire scope of services as defined herein, however the AUTHORITY reserves the right to select which specific services the BROKER will provide and to add or delete services throughout the term of any resulting agreement with mutual consent.

FEE SCHEDULE

ITEM NO.	CONTRACT YEAR	MAXIMUM COMPENSATION
1.	First Year (Initial Contract Year)	\$ 118,500.00
2.	Second Year	\$ 118,500.00
3.	Third Year	\$ 118,500.00
4.	Fourth Year (2nd Renewal Contract Term/Year)	\$ 118,500.00
5.	Fifth Year	\$ 118,500.00
6.	Sixth Year	\$ 118,500.00
GRAND TOTAL (MAXIMUM COMPENSATION):		\$ 711,000.00

It is expected that Carriers policies will be of one-year duration with the option to extend on an annual basis for additional years. No additional fees will be paid, to BROKER, for extending/renewing Carrier Contracts. Should additional Carrier Marketing/Placement effort(s) be necessary during the BROKER'S contract the appropriate marketing/placement fee will be paid. For subsequent years, of the BROKER'S contract, if the option to renew BROKER'S contract is exercised by the AUTHORITY, the AUTHORITY will consider the option of increasing each of the BROKER'S fees by the percentage increase (over the preceding twelve month period and published three (3) months preceding the date of contract extension) of the average hourly earnings for "**Finance, Insurance, and Real Estate**" as reported in table B-15 of Employment and Earnings, published by the Bureau of Labor Statistics of the U.S. Department of Labor.

This annual compensation shall be an agreed amount not subject to any commission or contingency from insurance companies or reimbursement for travel or other out of pocket expenses.

S/M/WBE PARTICIPATION

PROPOSAL FORM 5
Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE 8/30/21

SOLICITATION INFORMATION						
Contract #:	21-207/PA					
Project Name:	PROPERTY AND CASUALTY INSURANCE BROKER SERVICES	Project Start Date:	July 30, 2021			
Project Location:	SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, 7501 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33412					
Bidder/Proposer:	Arthur J. Gallagher Risk Management Services, Inc.					
Address:	2255 Glades Road, Ste 240W, Boca Raton, FL 33431					
Contact Person:	Judith A. Arenz, CPCU	Email Address:	Judy_Arenz@ajg.com	Phone #:	561.998.6780	
ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer	Arthur J. Gallagher Risk Management Services, Inc.	Brokerage			88 %	\$ 104,280
S/M/WBE Subcontractor	Professional Risk Control Consulting Services	Loss Control	95861	S/M/WBE	12 %	\$ 14,220
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
SUB-TOTAL PARTICIPATION %:					100%	\$ 118,500
SUB-TOTAL CONTRACT AMOUNT:						\$ 118,500

BIDDER/PROPOSER SIGNATURE		
The listing of S/M/WBE(s) shall constitute a representation by the Bidder/Proposer to the Authority that the Bidder/Proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.		
 Bidder/Proposer Signature	Zeb Holt, CIC, CLCS, CLP Regional Executive Vice President Name & Title (Print)	8/30/21 Date

PROPOSAL FORM 5

Equal Business Opportunity Office
 Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION %:					100%	\$ 118,500
TOTAL CONTRACT AMOUNT:						\$ 118,500

PROPOSAL FORM 6

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #: 21-207/PA
CONTRACT #:

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor/Supplier form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor/Supplier Participation Schedule.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Professional Risk Control Consulting Services (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with Arthur J. Gallagher Risk Management Services, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.


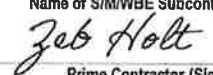
DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Risk/Loss Control Services	\$ 14,220.00	12 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$ 14,220.00	12 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

 S/M/WBE Subcontractor (Signature)	Area Vice President and Safety Management Title
David Daley, MS, ARM Name of S/M/WBE Subcontractor (Print)	8/30/21 Date
 Prime Contractor (Signature)	Regional Executive Vice President Title
Zeb Holt, CIC, CLCS, CLP Prime Contractor (Print)	8/30/21 Date

Palm Beach County - Small/Minority Business Enterprise Certification - Professional Risk Control Consulting Services, LLC

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

Professional Risk Control Consulting Services, LLC

VENDOR # VS0000012383

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by
section 2-80.21 – 2-80.40 of the Palm Beach County Code for a three year period from*

February 24, 2020 to February 23, 2023

The following Services and/or Products are covered under this certification:

**Safety Engineering and Accident Studies; OSHA Studies; Site Assessment and Site Field Observation
Contractor Compliance Monitoring Services; Compliance Consulting, Including American
Disabilities Act (ADA)
Consulting Services (Not Otherwise Classified); Education and Training Consulting
Employee Benefits Consulting; Insurance Consulting; Management Consulting
Security and Safety Consulting; Insurance and Insurance Services, (Not Otherwise Classified)
Business Management Services; Incentive Management Program Services, Safety, etc.
Insurance and Risk Management Services; Professional Services (Not Otherwise Classified)
Safety Training and Awareness Services, Including Highway Safety, Boating,
Seat Belt, CPR and AED Training**

Palm Beach County Board of County Commissioners


Allen Gray, Manager

02/24/2020



Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valecho
Gregg K. Wels
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia Beker

ATTACHMENTS

ATTACHMENT "A"
Change To Utilization Plan

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.

Name of Prime Contractor:	
Contract Name:	

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		

****IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.**

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

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BIDDER/PROPOSER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Prime Contractor's Authorized Agent	Name (Print)	Date
Equal Business Opportunity Office	Sign & Date	Approved/Denied

ATTACHMENT "B"
Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION				
Contract Title:				
Contract #:				
Prime Contractor:				
Contact Person:		Phone #:		Email:
RATIONALE FOR WAIVER				
<p>The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Vendor Subcontracting Waiver Request form</i>.</p>				
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)				
<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met.			

ATTACHMENT "B"
Post-Award Vendor Subcontracting Waiver Request

1b. In the box below, please provide further detail for each statement selected above.

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from S/M/WBE subcontractor(s); attach additional page, if necessary.

ATTACHMENT "B"
Post-Award Vendor Subcontracting Waiver Request

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project. |
| <input type="checkbox"/> | Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors. |
| <input type="checkbox"/> | Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others. |
| <input type="checkbox"/> | Other: |
| <input type="checkbox"/> | N/A – No Good Faith Effort attempted |

3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.

AFFIRMATION

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Signature Zeb Holt Zeb Holt - Regional EVP - FL
 Name & Title (Print)

FOR EBO USE ONLY

Signature	Waiver Status:	<input type="checkbox"/> Approved
		<input type="checkbox"/> Denied
Name & Title (Print)	Date:	