

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers  
FROM/PHONE: Susan Dean 797-1042  
SUBJECT: Resolution  
AFFECTED DISTRICT: Townwide

**TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, SNAPS CONTRACT NO 9732528-2 FOR SOLID WASTE MANAGEMENT CONSULTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE MEMORANDA OF UNDERSTANDING FOR SUCH SERVICES.**

**REPORT IN BRIEF:** As the demand for solid waste services increases and becomes more complex, the provision of this service has evolved to a process far beyond the simple contracts that we have previously negotiated with Waste Management. Methods of collection are changing, alternatives are emerging and the industry itself has become multi-faceted over the years. Current collection services are outmoded and the Town's demographics have changed considerably since our original contract was negotiated in 1988. Additionally, new legislation is continually being enacted that will also impact how services are provided.

In order to achieve the best level of service for our residents, the Town is recommending hiring a consultant to assist in this process. This consultant should have extensive experience in the solid waste field; a knowledge of, and training in all facets of local government; a background in solid waste financial auditing; experience in solid waste and recycling collection procurement and contract management; as well as a knowledge of solid waste cost and rate studies.

The Consultant's services may include:

- Analysis of the Town's current solid waste needs.
- Evaluation of the current collection system.
- Analyzing the impacts of collection system changes (ie: converting from manual to automated, converting to a user fee system.)
- Recommendations regarding strategies and improvements both from a management and financial standpoint.
- Examining Franchise Fee revenue and assisting in the development of alternate revenue mechanisms.
- Revising Ordinances to conform to new collection contracts.
- Meeting with council and staff to ascertain the extent of the desired service taking into consideration the demographics particular and unique to the Town of Davie.
- Preparation and Procurement of solid waste collection and recycling services through the Request for Proposal process (RFP).
- Assisting in vendor scoring, ranking and selection.
- Successfully negotiating service agreements that achieve significant fee reductions, and service improvements.
- Assistance in the transition planning.

- **Monitoring contract startup.**

**R.W. Beck is recognized as one of the leading consultants in the solid waste industry. This company has extensive Florida and National experience for over 15 years. R.W. Beck has also worked with five (5) municipalities in Broward County and is very well versed in the intricacies of our Interlocal Agreements (ILAs) for the MRF and the Waste to Energy plants, both of which heavily impact our costs of service and our flow control regulations. These cities include the City of Sunrise, the City of Weston, the City of Cooper City, the City of Miramar and the City of Dania Beach.**

**All costs associated with RW Beck to provide these services are borne by the winning proposer, not the Town, and are part of the specs of the original proposal so that each proposer is aware of this fact prior to submitting a proposal.**

**We believe that RW Beck will be a great asset to the Town and their expertise will assist us in providing the fairest, most efficient and effective Solid Waste Franchise Agreement for the the citizens of the Town of Davie.**

**PREVIOUS ACTIONS: None**

**CONCURRENCES: Not Applicable**

**FISCAL IMPACT:**

**Has request been budgeted? no**

**If yes, expected cost: \$**

**Account Name:**

**If no, amount needed: \$**

**Additional Comments: The costs for this service will be paid by the winning bidder**

**RECOMMENDATION(S): Motion to approve**

**Attachment(s):**

**Agreement between the Town of Davie and R.W. Beck for services**

**Memorandum of Understanding**

**SNAPS Contract No 9732528-2**

**R.W. Beck Statement of Qualifications**

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY THE STATE OF FLORIDA, SNAPS CONTRACT NO. 9732528-2 FOR SOLID WASTE MANAGEMENT CONSULTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE MEMORANDA OF UNDERSTANDING FOR SUCH SERVICES.

WHEREAS, the Town is in need of consulting services to assist in the solicitation and evaluation of proposals for waste management services; and

WHEREAS, the State of Florida has awarded a contract to R.W. Beck, Inc. for such consulting services; and

WHEREAS, R.W. Beck, Inc. has unique expertise in this area having successfully assisted The City of Weston, The City of Cooper City, The City of Miramar, and The City of Sunrise; and

WHEREAS, the cost of the consultant's services is borne by the successful franchisee; and

WHEREAS, after review, the Town Council wishes to accept the contract awarded by the State of Florida to R.W. Beck, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the award made by the State of Florida, SNAPS contract no. 9732528-2 to R.W. Beck, Inc. for solid waste management consulting services and authorizes the Mayor to execute memoranda of understanding for such services.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED \_\_\_\_ DAY OF \_\_\_\_\_, 2003

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2003



**FLORIDA  
DEPARTMENT  
OF  
MANAGEMENT  
SERVICES**

JEB BUSH  
Governor

CYNTHIA A. HENDERSON  
Secretary



State Purchasing  
4050 Esplanade Way  
Suite 350  
Tallahassee, Florida  
32399-0950

Telephone:  
850-488-8440

Fax:  
850-488-5498

Internet:  
[www.MyFlorida.com](http://www.MyFlorida.com)

December 17, 2002

Mr. Charles M. McLendon  
R. W. Beck, Inc.  
800 N. Magnolia Avenue, Suite 300  
Orlando, FL 32803

SUBJECT: SNAPS II Agreement #9732528-2

Dear Mr. McLendon:

Enclosed is your approved copy of the requested amendment to the above-mentioned SNAPS II agreement. Please review your agreement at [http://fcn.state.fl.us/owa\\_snaps/owa/snaps\\_www.menu.vendor](http://fcn.state.fl.us/owa_snaps/owa/snaps_www.menu.vendor) and let us know if the information is correct or if revisions are required.

If you have any questions, please call Gloria Dixon (850) 921-2212, ~~Susan Fraiser (850) 487-6592~~ <sup>Barry</sup> Martha Hancock (850) 488-2347 or Dorothy Stuff at (850) 487-3833.

Sincerely,

Todd McKay  
Bureau Chief of IT & Consulting Services

TM/tla

Enclosure

Category II 25,000 limit  
Category IV 150,000 limit

State Negotiated Agreement Price Schedule II  
Between Department of Management Services  
AND

Vendor Name:       R. W. Beck, Inc.      

The above referenced Agreement is modified to contain the following terms and conditions:

A.1. CONSULTANTS' COMPETITIVE NEGOTIATION ACT

The Eligible User must determine if the services provided by the Contractor meet the definition of professional services as defined in section 287.055(2)(a), F.S. If the Eligible User determines that the services to be rendered are professional services, the Eligible User must comply with any and all applicable laws and rules, including those contained in Section 287.055, F.S., for the solicitation process.

A.2. INSPECTION AND ACCEPTANCE

In addition to the provisions of Section 11 of the Agreement, each phase of the services, including quality of work, rendered under this agreement is subject to the Eligible User's inspection during both the Contractor/Consultant's operations and after completion of the tasks. When the Contractor/Consultant is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Contractor/Consultant shall submit a written request for an inspection to the Eligible User's Project Manager. After inspection, the Eligible User's Project Manager will issue a punch list of deficiencies, if any. Upon completion of the punch list, and correction of all deficiencies by the Contractor/Consultant, the Contractor/Consultant Project Manager shall notify the Eligible User's Project Manager that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.

A.3. PRODUCT AND SERVICE WARRANTY

Contractor/Consultant shall provide to the Eligible User a one (1) year written warranty: (i) against poor workmanship, for all services rendered by the Contractor/Consultant, (ii) for all products, materials or equipment provided by the Contractor/Consultant in the course of providing service to the Eligible User, and (iii) for all commodities sold to the Eligible User. The warranty period shall begin on the date of final completion and/or acceptance by Eligible User.

**Department of Management Services**

Signature: *Melissa Reboso Dominguez*  
Print name: Melissa Reboso Dominguez

Date: 12/15/02

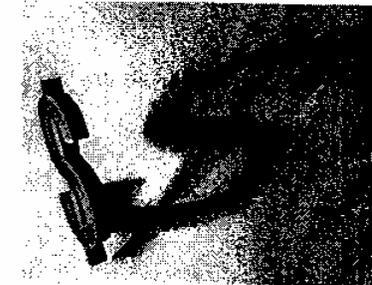
Vendor Name: R. W. Beck, Inc.  
Signature: *Charles M. McLendon*  
Print name: Charles M. McLendon

Date: October 22, 2002

The following cost table shows R. W. Beck's 2002/2003 hourly billing rates and the SNAPS 10% discounted rates. Travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes.

**SNAPS Hourly Billing Rates  
Effective October 1, 2002**

Grade	Title	2002/2003 Hourly Billing Rates	10% SNAPS Discounted Hourly Billing Rates
1	Clerk, Stenographer, Aide	35.36	31.82
2	Assistant Secretary, Assistant Fieldman, Assistant Draftsperson, Senior Clerk, Senior Stenographer, Senior Aide	41.60	37.44
3	Assistant Programmer, Assistant Technician, Assistant Designer, Accounting Clerk, Secretary, Fieldperson, Draftsperson	43.68	39.31
4	Assistant Engineer, Assistant Analyst, Assistant Scientist, Assistant Economists, Assistant Statistician, Programmer, Technician, Designer, Assistant Accountant, Senior Secretary, Senior Fieldperson, Senior Draftsperson	57.20	51.48
5	Engineer, Analyst, Scientist, Economist, Statistician, Senior Programmer, Senior Technician, Senior Designer, Accountant, Supervising Secretary, Supervising Fieldperson, Supervising Draftsperson	74.36	66.92
6	Senior Engineer, Senior Analyst, Senior Scientist, Senior Economist, Senior Statistician, Supervising Programmer, Supervising Technician, Supervising Designer, Supervising Accountant, Senior Supervising Secretary	86.32	77.69
7	Supervising Engineer, Supervising Analyst, Supervising Scientist, Supervising Economist, Supervising Statistician	101.92	91.73
8	Principal Engineer, Principal Analyst, Principal Scientist, Principal Economist, Principal Statistician	125.84	113.26
9	Executive Engineer, Executive Analyst, Executive Scientist, Executive Economist	147.68-213.20	132.92- 191.88
10	Legal Expert	147.68-213.20	132.92 - 191.88





**FLORIDA  
DEPARTMENT  
OF  
MANAGEMENT  
SERVICES**

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September 13, 2002

Mr. Charles M. McLendon  
R. W. Beck, Inc.  
800 N. Magnolia Avenue, Suite 300  
Orlando, FL 32803

SUBJECT: SNAPS II Agreement #9732528-2  
Title: Solid Waste Management Consulting Services

Dear Mr. McLendon:

Enclosed is your copy of the approved renewal to the referenced SNAPS II agreement. Please review your agreement at [http://fcf.state.fl.us/owa\\_snaps/owa/snaps\\_www.menu.power\\_search?headstr=Power](http://fcf.state.fl.us/owa_snaps/owa/snaps_www.menu.power_search?headstr=Power) and let us know if the information is correct or if revisions are required.

You are reminded of the General Condition entitled "Summary of Total Sales," that stipulates a summary of sales, made under this agreement, must be furnished to the State Purchasing Office at the end of each quarter in the format specified in the agreement. Should you not make any sales during a quarter, a negative report must be submitted. Failure to submit a report will result in cancellation of your agreement. The due dates for your sales reports will be September 30, 2002, December 31, 2002, March 31, 2003 and June 30, 2003.

We appreciate your participation in the SNAPS II Program, and if you have any questions, please call us at 850-413-0257 or 850-487-4197.

Yours truly,

A handwritten signature in cursive script that reads "Gwen Baker".

Gwen Baker  
SNAPS II Administrator

GB/tla

Enclosure



# SNAPS II

State Negotiated Agreement Price Schedule

State Purchasing • 4050 Esplanade Way • Tallahassee, Florida 32399-0950

\* To be completed by the Vendor

\* SNAPS II Title: Solid Waste Management Consulting Services

Level One Period September 25, 2001 - September 24, 2002 No. 9732528-1

Level Two Period September 25, 2002 - September 24, 2003 No. 9732528-2

Level Three Period \_\_\_\_\_ No. \_\_\_\_\_

Level Four Period \_\_\_\_\_ No. \_\_\_\_\_

\* Federal Employment Identification or S.S. Number 91-0883905 \* SPURS No. F-910883905-001

\* Vendor Name R. W. Beck, Inc. (A)

\* Vendor Mailing Address 800 N. Magnolia Ave., Suite 300 Orlando

\* State FL \* Zip 32803

\* Telephone Number 407-422-4911 \* Toll-Free Number \_\_\_\_\_

\* Internet Address www.rwbeck.com \* E-mail Address \_\_\_\_\_

\* Area to be Served all of Florida \* Fax Number 407-648-8382

\* Warranty See Exhibit "A," attached hereto and incorporated herein by reference

- PURPOSE:** Under authority of Section 287.042(1)(a) and (2)(a), the purpose of this proposal is to establish a negotiated agreement for commodities or services that are not available from a State Term Contract. The agreement will provide State Purchasing an opportunity to evaluate, assess and determine the need, benefit and value of commodities or services, and the feasibility of establishing state term contracts, through the competitive process. The agreement will free eligible users from the necessity of obtaining competitive quotations for a single purchase of commodities/services totaling less than Category II. The agreement does not exempt eligible users from the competitive bidding processes described in section 287.F.S. for commodities/services over the amount of Category II.

Eligible users are state agencies, federal agencies, counties, municipalities, and institutions qualified pursuant to 240.605, F.S.; private non-profit community transportation coordinators conducting business related solely to the Commission for the Transportation Disadvantaged qualified pursuant to 427 F.S.

- The establishment of this agreement does not constitute an endorsement of the products or services by State Purchasing.
- SNAPS II** agreements are not exclusive and other vendors may offer similar products and services.

Usage of SNAPS II by state agencies is not mandatory. Vendors and agencies using SNAPS II have other purchasing alternatives available. These purchasing alternatives are defined in Chapter 287.F.S.

- ORDERING LIMITS:** State agencies may issue single purchase orders up to Category II, and total cumulatively up to CATEGORY IV in an agreement year. Total agency-wide acquisitions during the each year of the agreement shall not exceed the threshold amount for Category IV, except that acquisitions by agencies with decentralized purchasing functions shall be considered on the basis of each purchasing office that maintains full-time purchasing staff.

- PRICES, TERMS AND PAYMENT:** Firm prices shall be offered and include all packing, handling, shipping charges and delivery unless otherwise indicated. The vendor's name and address shown on invoices must be identical to the vendor's name and address on the purchase order.

(a) Taxes: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property in the performance of agreements for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

b) Invoicing and Payment: The vendor shall be paid upon submission of properly certified invoices to the purchaser at

the prices stipulated on the agreement at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the agreement number, purchase order number and the vendor's Federal Employer Identification Number. An original and three (3) copies of the Invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

(c) Interest Penalties: Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the vendor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices.

(d) Vendor Ombudsman: Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or agreement specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the agreement supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(e) Annual Appropriations: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature.

(f) Price Reductions: Reductions in price shall be effective upon receipt of written notification to the State Purchasing Office and shall remain in effect for the balance of the agreement term, unless further reduced by the vendor.

In the event the vendor announces a price reduction on any commodity or service on the agreement prior to the acceptance of the commodity or service, such price reduction shall be made available to the purchaser.

(g) Sales Promotions: It is understood that sales promotions may occur during the term of the agreement that will lower the prices of some products for the period of the sales promotion. Any such reduction shall appear on the using agency invoices. State Purchasing must be notified of these promotions.

(h) Sales pricing shall be made available to all users of the agreement, with the exception of sale pricing involving education prices for microcomputers. Sales promotions shall be documented in writing by the vendor to the State Purchasing Office. The vendor shall specify start and ending dates of the sales promotion. The State Purchasing Office will not accept sales promotions specifying limited quantities or closeouts.

(i) Agreement Amendments: In the event it becomes necessary to delete products or services from this agreement, the agreement holder must provide, with the amendment request, a complete, revised price list. If new products/services are added, a complete, revised price list with an asterisk designating the new product/service and the date they were added to the agreement must be submitted. This information must include copies of invoices and technical documentation, or certification of why invoices or copies of purchase orders are not available.

(j) Quantity discount: Vendor is urged to offer additional discounts for one time delivery of large single orders of any assortment of items.

**6. VENDOR SURCHARGE FEE AND SUMMARY OF TOTAL SALES:** State Purchasing hereby imposes a .5% Vendor surcharge user fee on vendor's sales from this agreement. The fee will be paid by the vendor and must be included in prices offered and cannot be added as a separate item.

After receipt of payment from the agreement purchases, all surcharge fees in shall be payable to the State of Florida no later than 15 days after the end of each quarter. Amounts of \$50 or less may be carried over to the next quarter and forwarded to the State of Florida, when the cumulative amount for the quarters, is \$50 or greater.

Vendor surcharge fee and agreement number should be noted on the check and remitted to:

State of Florida

Department of Management Services  
P.O. Box 5438  
Tallahassee, FL 32314-5438

Agreement vendor shall furnish State Purchasing a detailed summary of sales at the end of each quarter on the "Sales Summary Report" provided by State Purchasing. By submission of these Sales Summary reports and corresponding surcharge deposits, the vendor is certifying their correctness. All such reports and fee deposits shall be subject to audit by the State of Florida. Sales summary shall include SNAPS II agreement number(s), vendor's name, and the total of each commodity/service provided.

Failure to comply with these requirements may result in the unilateral cancellation of your agreement by State Purchasing.

- 7. INTERNET HOME PAGE:** This agreement will become a public document. The State of Florida, State Purchasing is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute SNAPS II agreements and product information to eligible users.

While not required at this time, each agreement vendor is encouraged to develop and maintain a HOME PAGE on the Internet WWW. The Home Page must be compatible with the most recent version of browser software being used by State Purchasing. At this time Netscape Navigator 3.0 is the State Purchasing Office browser standard. The State Purchasing Office may upgrade to new browser versions, as they become available and fully tested, at its discretion.

The Universal Resource Locator (URL) for the INTERNET HOME PAGE must be listed in the space provided on the Ordering Instructions page.

- 8. PURCHASING CARD PROGRAM:** The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors will receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa in the space provided on the attached Ordering Instruction sheet.

- 9. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

- 10. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this agreement prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the agreement at no further expense to the State.

- 11. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The agreement supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage (Visible and Concealed) to the carrier and supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise; and retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the supplier; provide the supplier with a copy of the carrier's Bill of Lading and damage inspection report.

- 12. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this agreement. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

- 13. LIMITATION OF REMEDIES:** Vendor's entire liability and the State's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming (other than licensed programs) furnished under this Agreement, the State's remedy is (a) the adjustment or repair of the machine or replacement of its parts by Vendor, or at Vendor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, Vendor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition. For any other claim concerning performance or non-performance by Vendor pursuant to, or in any other way related to the subject matter of, this

Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

If this agreement is for the purchase of hardware maintenance services, then the following shall apply: Vendor's entire liability and the State's exclusive remedy for damages to the State for any cause whatsoever, and regardless of the form of action, whether in agreement or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months maintenance charges for the specific machines under this Agreement that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to (a) the payment of cost and damage awards referred to in General Condition 26 entitled "Patents and Royalties" or to (b) claims for reprourement costs or costs to cover pursuant to State Purchasing Rule 60A-1.006(4) entitled "Default", or to (c) claims by the State for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

If this agreement is for purchase of software maintenance services, then the following shall apply: Vendor's entire liability and the State's exclusive remedy for damages to the State for any cause whatsoever, and regardless of the form of action, whether in agreement or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to 12 months maintenance charges for the specific software product under this Agreement that caused the damages or that are the subject matter of, or are directly related to, the cause of action. Such maintenance charges will be those in effect for the specific software product when the cause of action arose. The foregoing limitation of liability will not apply to (a) claims for reprourement costs or the cost of cover pursuant to State Purchasing Rule 60A-1.006(4) entitled "Default," or to (b) claims by the State for personal injury or damage to real property or tangible personal property caused by Vendor's negligence or tortious conduct.

If this agreement is for services other than hardware or software maintenance, then the following shall apply: Vendor's entire liability and the state's exclusive remedy for damages to the state for any cause whatsoever, and regardless of the form of action, whether in agreement or in tort including negligence, shall be limited to actual damages up to the greater of \$100,000 or an amount equal to the charges invoiced for the services which are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to (a) claims for reprourement costs or costs to cover pursuant to State Purchasing Rule 60A-1.006(4) entitled "Default," or to (b) claims by the Department for personal injury or damage to real property or tangible personal property caused by the Vendor's negligence or tortious conduct.

If this agreement is for the acquisition of licensed programs, including personal computer licensed programs, then the following shall apply: Vendor's entire liability and the State's exclusive remedy shall be as follows: In all situations involving performance or non-performance of licensed programs furnished under this Agreement, the State's remedy is (1) the correction by the Vendor of licensed program defects, or (2) if, after repeated efforts, the Vendor is unable to make the licensed program operate as warranted, the State shall be entitled to recover actual damages to the limits set forth in this section. For any other claim concerning performance or non-performance by the Vendor pursuant to, or in any way related to, the subject matter of this Agreement the State shall be entitled to recover actual damages to the limits set forth in this section.

Vendor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in agreement or in tort including negligence, shall be limited to the greater of \$100,000 or the one time charges paid for, or any monthly license or initial license charges which would be due for 12 months use of the licensed program that caused the damages or that is the subject matter of, or is directly related to, the cause of action and shall include any initial or process charges paid to the Vendor. This limitation of liability will not apply to (a) claims for reprourement costs or the cost of cover pursuant to State Purchasing Rule 60A-1.006(4) entitled "Default," or to (b) claims for personal injury or damage to real or tangible personal property caused by the Vendor's negligence or tortious conduct.

Vendor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or tangible personal property caused by Vendor's tortious conduct in the performance of this Agreement provided that, (a) the State promptly notifies Vendor in writing of any claim, and (b) Vendor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which Vendor agrees at the initiation of such claim that Vendor shall save and hold the State harmless, Vendor shall have the sole control of the defense, trial and any related settlement negotiations, and (c) the State fully cooperates with Vendor in the defense of any claim.

In no event, however, will Vendor be liable for (a) any damages caused by the State's failure to perform the State's

responsibilities, or for (b) any lost profits or other consequential damages, even if Vendor has been advised of the possibility of such damages, or for (c) any claim against the State by any other party, or for (d) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

**14. YEAR 2000 COMPLIANCE WARRANTY**

For purposes of this Year 2000 warranty, the term "Product" shall include software, firmware, microcode, hardware and embedded chip technology.

Vendor warrants that the Product is Year 2000 Compliant. All versions of the Product offered by the vendor and purchased by the State, for which Vendor is obligated to provide maintenance service are, and in the future, will be, Year 2000 Compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century.

The duration of this warranty and the remedies available to the State for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this agreement, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), defects in the Product with regard to Year 2000 Compliance, if any, will be corrected by Vendor at Vendor's cost within a timeframe mutually agreed upon with the State. Vendor cannot be held responsible for errors resulting from devices or systems external to this agreement which are permitted to directly access any database provided under this Agreement and overwrite Product date fields or from the users improper integration of non-Year 2000 Compliant systems. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this agreement with respect to defects other than Year 2000 performance.

**15. YEAR 2000 REMEDY CLAUSE**

In the event of any decrease in product functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating beyond the Millennium Date Change, Licensors and Vendors of Licensors products, agree to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein at no charge to the licensee, and without interruption to the ongoing business of the licensee, time being of the essence.

**16. RESELLERS**

All products offered under this agreement will be Year 2000 compliant. Year 2000 Compliant means the Product will include the ability to: consistently handle date information before, during, and after January 1, 2000, including accepting date input, providing date output, and processing dates; function before, during and after January 1, 2000, without the need for program changes caused by the advent of the new century; properly handle all date related information before and following Jan 1, 2001, including but not limited to accurate and reliable performance in processing date and date related data, including calculating, comparing and sequencing; properly process any and all date calculations before, on and after the leap year date of February 29, 2000 and store and provide output of date information in ways that are unambiguous as to century. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements by the State, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

**17. TRAVEL EXPENSES AND WORK TIME:** Travel expenses will be paid pursuant to the provisions of Section 112.061, Florida Statutes.

Services will be provided Monday through Friday, excluding holidays, during the normal work hours of the client's office at the Florida Hourly Rate per person.

**18. SAMPLES:** Samples of items, when requested by State Purchasing, must be furnished free of expense, within ten (10) working days of request, and if not destroyed by testing procedures may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, agreement number and item reference. Request for return of samples shall be accompanied by instructions, which

include shipping authorization and name of carrier. If instructions are not received, the commodities shall be disposed of by the State of Florida.

- 19. DEFAULT:** Items or services not delivered as per delivery date in proposal and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in:
- (a) Supplier's name being removed from State Purchasing's vendor mailing list.
  - (b) All State departments being advised not to do business with the supplier without written approval of State Purchasing until such time as the supplier reimburses the State for all procurement and cover costs.
  - (c) Unilateral cancellation of vendor's SNAPS II agreement.
- 20. LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 21. ASSIGNMENT:** Any Agreement or Purchase Order issued pursuant to these negotiations and the monies, that may become due hereunder are not assignable except with the prior written approval of the purchaser.
- 22. LIABILITY:** The vendor shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's breach of this agreement or negligence.
- 23. FACILITIES:** The State reserves the right to inspect the proposer's facilities at any time with prior notice.
- 24. RENEWAL:** Renewal of the agreement period shall be by mutual consent in writing in accordance with the following requirements:
- Initial year (Level 1): Sales at the end of the first year must be a minimum of \$25,000 to be considered for renewal. However, if sales at the end of the first year are less than \$25,000 but more than \$15,000, the agreement may be renewed if the vendor provides sufficient written justification; e.g. copy(ies) of purchase order(s) recently issued, letter(s) from prospective purchasers indicating an intent to issue a purchase order, etc. If the \$15,000 milestone is not met, and justification not provided, the agreement will be terminated and the vendor may not apply for another SNAPS II agreement for an identical or similar commodity or service.
- Second year (Level 2): Sales at the end of the second year must total a minimum of \$50,000 for the year to be considered for re-negotiation. If the \$50,000 milestone is not met, the agreement will be terminated and the vendor may not apply for another SNAPS II agreement for an identical or similar commodity or service.
- Third year (Level 3): Sales at the end of the third year must total a minimum of \$150,000 to be considered for renewal. If the \$150,000 milestone is not met, the agreement will be terminated and the vendor may not apply for another SNAPS II agreement for an identical or similar commodity or service.
- Fourth year (Level 4): Agreement will terminate at the end of the fourth year and vendor may not apply for another SNAPS II agreement for an identical or similar commodity or service.
- If there has been a general increase of prices throughout the industry, confirmed by a certified letter from the vendor, the State reserves the right to accept an increase, not to exceed four (4%) percent of current net agreement pricing for each additional year of the renewal period.
- Vendors and agencies using SNAPS II have other purchasing alternatives available. These alternatives are defined in Chapter 287.F.S.
- 25. CANCELLATION:** This agreement may be cancelled in whole or in part by either party by written notice to the other party. The effective date of the cancellation will be as stated in the notice or on the date of receipt, if the notice does not specify a date certain. However, if the vendor cancels the agreement prior to expiration date of the original term, they cannot reapply before the agreed to expiration date of the original agreement.
- 26. PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify, hold and save harmless the State and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the proposer. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the State's alteration of the article. The State will provide prompt written notification of a claim of copyright or patent infringement and will afford the proposer full opportunity to defend the action and control the defense. Further, if such a claim is made or is

pending the vendor may, at its option and expense procure for the State the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the State agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent Jurisdiction. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved with the work.

- 27. PUBLIC RECORDS:** Any material submitted will become a public document pursuant to Section 119.07, Florida Statutes. This includes material, that the vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes.
- 28. PRICE SCHEDULE:** The integrity of the approved price schedule must be maintained at all times. The penalty for violating the approved price schedule is immediate cancellation by State Purchasing.
- 29. ORDERING INSTRUCTIONS:** Proposers must include complete and detailed ordering instructions, including their Statewide Purchasing Subsystem (SPURS) vendor number for invoicing dealers, on the form provided. A vendor must be registered with the Department of Management Services (have a SPURS number) before a SNAPS II agreement is established.
- 30. NOTICE TO VENDOR:** The employment of unauthorized aliens by any vendor is considered a violation of section 247A(e) of the Immigration and Nationalization Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the agreement.
- 31. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for an agreement to provide any goods or services to a public entity, may not submit a proposal for an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY II for a period of 36 months from the date of being placed on the convicted vendor list.
- 32. RESPONSIBILITIES:**
  - (a) Prior to award, the vendor must provide copies of invoices or purchase orders of the commodity or service being offered, or certification why invoices or purchase orders are not available.
  - (b) The vendor must provide an original quality, or legible and scannable, copy of the price sheet with an effective date with this application.

**Note:** All orders should be directed to:

Spurs vendor number: F-91 0883905-001  
Vendor: K.W. Beck, Inc.  
Street address or P.O. Box: 800 N. Magnolia Ave, Ste. 300  
City, State, Zip: Orlando FL 32803  
Telephone: 407-422-4911  
Toll free no.: \_\_\_\_\_  
Ordering fax no.: 407-422-6488  
Website address: www.kwbeck.com

**Delivery:** Delivery will be made within n/a days after receipt of purchase order.

**Terms:** net % 30 Days

**Product information: Direct inquiry to:**

Name and title: Kathy  
Address: \_\_\_\_\_  
City, state, zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Toll free no: \_\_\_\_\_  
Internet address e-mail address: \_\_\_\_\_

**Description of product/ service offered:**

consulting services  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*will be mandatory*

- Will accept the State of Florida Visa purchasing card
- Will not accept the State of Florida Visa purchasing card

## Certification and Signature page

I certify that this agreement is made without prior understanding, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements, including but not limited to certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.

*(Please Type or Print)*

Name of company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax no.: \_\_\_\_\_

Spurs no.: \_\_\_\_\_

**I have read and completed this document and attest that all of the information is to the best of my knowledge true and accurate.**

Authorized Signature (Manual) Charles M.

Authorized Signature (Typed) \_\_\_\_\_

Title: Sr. Director

Date: \_\_\_\_\_

### Section Below is For DMS Use Only

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**PROCUREMENT PLANNING AND RFP DEVELOPMENT**

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## **PROJECT APPROACH**

The task descriptions that follow present the tasks associated with R. W. Beck's Scope of Services to assist the Town of Davie, Florida (Town) in conducting an effective procurement process for solid waste and recyclables collection services. Upon receiving Notice to Proceed, R.W. Beck will develop a detailed project schedule for review and comment by the City.

## **TASK 1: DATA REQUEST**

In order to collect the necessary information to conduct the procurement, R. W. Beck will develop a data request to be provided to the Town. The information requested may include, but may not be limited to, the following types of data:

- Ordinances and policy statements;
- Copies of any existing contracts, interlocal agreements, and procurement documents;
- Historical, current and proposed budgets;
- Current customer counts for single family, multi-family, and commercial services;
- Population estimates and projections, including any annexing plans;
- Available information relating to customer perceptions of the Town solid waste services (i.e. complaint logs, etc.); and
- Other information that may be determined to be relevant to the study.

We recognize that the Town may not have all information requested readily available or may track information differently than as requested. We will work with the Town's appointed project manager to arrive at reasonable substitutes for key data, if needed.

As part of this task, R. W. Beck will review and analyze the documents and data received in response to the data request to develop a better understanding of the Town systems, ordinances, and challenges.

## **TASK 2: COLLECTION OPTIONS ANALYSIS**

It is our understanding that the Town currently has some semi-automated pilot programs and is potentially interested in moving to automated or semi-automated collection using carts or possibly a Pay-As-You-Throw (PAYT) bag system. The Town would like to take advantage of the re-bid opportunity to examine the impact of changes to its collection system. As part of this task, R.W. Beck will participate in a conference call with City staff to discuss the various collection options (i.e., changes in collection style, changes in collection frequency, etc.) to be evaluated.

R. W. Beck will evaluate up to five potential alternatives to the Town's existing solid waste collection system. For each scenario evaluated as part of this task, we will provide a preliminary discussion of the benefits and disadvantages of the alternative in the following areas:

- Administrative complexity;
- Implementation requirements;
- Ability to meet Town financial obligations;
- Flexibility to address future needs;
- Legal, regulatory, and policy considerations;
- Affect on diversion potential;
- Potential environmental impacts;
- Customer acceptability; and
- Potential affect on costs to ratepayers (cost impacts would be estimated based on typical ranges of rate impacts observed by R. W. Beck in other communities that implemented each respective alternative)

The results of this task will be summarized in a matrix-style table summary for presentation to the Town. R.W. Beck staff will make a presentation to the Town Council or staff in order to get direction on the specific collection technologies that will be specified in procurement documents.

### **TASK 3: PREPARATION OF RFP OR RFB DOCUMENT**

As part of Task 3, R. W. Beck will prepare a solid waste and recyclables collection Request for Proposal (RFP) or Request for Bid (RFB) document. The actual collection contract that will be included in the RFP or RFB will be developed separately by R.W. Beck under a separate Scope of Services. It is anticipated that the Town's RFP/RFB for collection services will be for both solid waste and recyclables collection services (not separate procurement processes for each material stream). The RFP/RFB document will include:

- A written description of program background to be included in the procurement solicitation;
- Scope of Services;
- Procurement instructions;
- Procurement evaluation criteria;
- Procurement forms;
- Procurement checklist; and
- Other required materials.

R. W. Beck will prepare up to two drafts and one final version of the RFP/RFB document. Any additional drafts will be considered additional services. The Town will be responsible for consolidating comments from multiple reviewers into a single set of comments for incorporation by R.W. Beck. All draft copies of the RFP/RFB document will be emailed to the City in Microsoft Word for Windows and/or PDF format. R.W. Beck will participate in a meeting with City staff to discuss comments on the first draft of the RFP/RFB. Any

subsequent review meetings that are necessary will be held via conference call. The Town will be responsible for final production and distribution of the procurement package.

It is important to note that members of the R. W. Beck team assigned to this project are not attorneys. Therefore, the Town will be responsible for all legal reviews and associated fees. R. W. Beck does have a relationship with a law firm experienced in collection contracts in Florida, and could subcontract these services if desired by the Town.

**ADDITIONAL SERVICES:**

R. W. Beck can provide additional services that are outside of the Scope of Services described above if needed and requested by the Town. Additional Services would be billed on a time and materials basis in accordance with Beck's SNAPS rates. Included below is a summary of Additional Services that could be provided by R. W. Beck.

**OPTIONAL TASK 4: ADDITIONAL MEETINGS**

At the request of the Town, R.W. Beck is available to participate in additional meetings not included in the Scope of Services above.

**OPTIONAL TASK 5: CUSTOMER SURVEY**

R. W. Beck could assist the Town in assessing customer satisfaction with the current solid waste collection system as well as customer attitudes about potential changes to the current system by conducting a mail survey. The following components would be included in this Task:

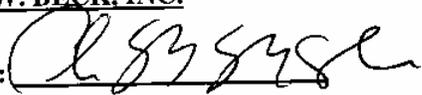
- Develop cover letter and survey instrument;
- Develop sampling plan and conduct the mail out;
- Conduct data entry and analysis; and
- Prepare summary of findings.

**INVOICE SCHEDULE**

For Phase I services, R.W. Beck will invoice the Town monthly on a time and materials basis in accordance with the hourly billing rate schedule included in R. W. Beck's SNAPS contract. The total fees for Phase I services shall not exceed \$25,000.

**Approval By:**

Town of Davie  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

R.W. BECK, INC.  
By:   
Title: Senior Director  
Date: 04/04/03

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**CONTRACT DEVELOPMENT AND VENDOR SELECTION**

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**PROJECT APPROACH**

The task descriptions that follow present R. W. Beck's approach to assist the Town of Davie, Florida (Town) in the development of a contract for solid waste, recyclables, and bulk waste collection services and in the selection of a qualified vendor.

**TASK 1: PREPARATION OF COLLECTION CONTRACT**

As part of Task 1, R. W. Beck will assist the Town in the preparation of a solid waste and recyclables collection contract for inclusion in the RFP/RFB package. It is anticipated that the Town's contract for collection services will be for both solid waste and recyclables collection services (not separate procurement processes for each material stream). As part of this task, R. W. Beck will:

- Prepare an initial draft of the legal advertisement (Town staff will finalize and place the legal advertisement);
- Prepare a list of local, regional, and national publications in which the advertisement should be placed, along with associated costs (Town staff will place ads and bear costs associated with ad placement);
- Prepare a detailed contract document to include the following elements:
  - Definitions;
  - Scope of services;
  - Performance standards;
  - Terms and conditions; and
  - Other required materials.

R. W. Beck will prepare up to two drafts and one final version of the contract document. Any additional drafts will be considered additional services. The Town will be responsible for consolidating comments from multiple reviewers into a single set of comments for incorporation by R.W. Beck. All draft copies of the contract document will be emailed to the Town in Microsoft Word for Windows and/or PDF format. The Town will be responsible for final production and distribution of the procurement package.

It is important to note that members of the R. W. Beck team assigned to this project are not attorneys. Therefore, the Town will be responsible for all legal reviews and associated fees. R. W. Beck does have a relationship with a law firm experienced in collection contracts in Florida, and could subcontract these services if desired by the Town.

**TASK 2: PRE-PROCUREMENT MEETING**

The Town staff will advertise the pre-procurement meeting and direct interested vendors to submit their questions in writing at least five working days prior to the meeting. R. W. Beck will assist the Town in preparing answers to questions from respondents during the week preceding the pre-procurement meeting.

Town staff will also arrange for the meeting room, provide a sign-in-sheet and copies of any handouts, record the meeting, and take notes to document vendor questions and staff/consultant responses.

R. W. Beck will attend the pre-procurement meeting and assist the Town in responding to questions related to the procurement package during the meeting. R. W. Beck will assist the Town in preparing a written response to questions presented by the respondents at the pre-procurement meeting and in the procedures related to the proper documentation of that response.

If necessary, R. W. Beck will suggest revisions to the procurement packages based on the results of the pre-procurement meeting. Town staff will make needed corrections to the electronic files, and distribute copies of the meeting summary, question responses, and revised procurement documents to all interested vendors.

**TASK 3: PROCUREMENT REVIEW AND EVALUATION**

R. W. Beck will assist the Town in reviewing and evaluating the procurement responses. Procedures under this task include:

- Review and evaluate respondent responses;
- Evaluate alternative contract language and or service procedures submitted by respondents;
- Meet with Town staff to discuss results of initial review and evaluation, including the inclusion of any alternative language or service procedures, or both, that may be deemed beneficial to the Town; and
- Prepare and present initial recommendations to the Town.

Due to the unpredictable amount of effort that may be required for this task, we are proposing to provide the Town with a maximum of 24 labor hours associated with this task. Labor time beyond the 24 hours budgeted will be considered Additional Services and billed on a time and materials basis.

**ADDITIONAL SERVICES:**

R. W. Beck can provide additional services that are outside of the Scope of Services described above if needed and requested by the Town. Additional Services would be billed on a time and materials basis according to Beck’s standard hourly billing rates. Included below is a summary of Additional Services that could be provided by R. W. Beck.

**OPTIONAL TASK 4: ADDITIONAL MEETINGS**

R.W. Beck is available to participate in additional meetings, not specified in the Scope of Services above, as requested by the Town. R.W. Beck’s attendance at additional meetings will be billed in accordance with our hourly SNAPS rates.

**OPTIONAL TASK 5: ORDINANCE REVIEW AND UPDATE**

As part of this task, R. W. Beck could assist the Town in evaluating its current processes, policies, and solid waste-related ordinances to determine the types of changes that would be required to adequately support changes to the Town's solid waste collection system.

**OPTIONAL TASK 6: SOLID WASTE GENERATION RATE STUDY**

As part of the collection procurement process, R.W. Beck has assisted a number of communities (including most recently the City of Weston) in establishing the annual solid waste disposal generation rate used for the purpose of calculating the disposal cost assessed or billed to residential dwelling units.

**OPTIONAL TASK 7: CONTRACT NEGOTIATIONS**

To the extent necessary, R. W. Beck could assist the Town in any necessary vendor contract negotiations including rates, terms, and conditions etc.

**INVOICE SCHEDULE**

R.W. Beck will invoice the Town monthly on a time and materials basis in accordance with the hourly billing rate schedule included in R. W. Beck's SNAPS contract. The total fees for Phase I services shall not exceed \$22,500.

**Approval By:**

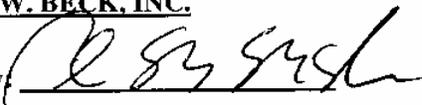
Town of Davie

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

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

Date: \_\_\_\_\_

R.W. BECK, INC.

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

Title: Senior Director

Date: 04/04/03