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October 24, 2014

Ed De La Vega  
Business Services Manager  
Village of Wellington  
12300 Forest Hill Boulevard  
Wellington, FL 33414

Re: Solid Waste Collection Contract and RFP  
for the Village of Wellington

Dear Mr. De La Vega:

Based on our prior conversations, it is my understanding that the Village of Wellington ("Village") wishes to retain this law firm ("Firm") to assist the Village with certain issues affecting the Village's solid waste management system. More specifically, the Village would like me to assist with the preparation of a Request for Proposals ("RFP") and an exclusive franchise agreement ("Agreement") for the collection of the solid waste and recyclable materials generated in the Village.

On behalf of this Firm, I am sending you this letter to confirm that we would be delighted to work with the Village on these issues. At your direction, the Firm also will be available to assist with related items, on an as-needed basis, when requested to do so. Accordingly, I have prepared this engagement letter, which describes the general principles that will govern our work for the Village.

#### Qualifications and Case Management

With the Village's approval, I will take primary responsibility for assisting the Village and I will personally perform or supervise the Firm's work for the Village. For your reference, a copy of my resume is attached to this letter.



I will work closely with you and other representatives of the Village to ensure that the Village's matters are staffed appropriately. We want the Village's work to be performed in the most efficient and cost-effective manner possible, while fully utilizing the Firm's expertise.

#### The Village's Tasks and Schedule

It is our understanding that the Village has decided it will not renew the Village's "Solid Waste and Recycling Collection Agreement" with Waste Management Inc. of Florida ("WMIF"). Since the WMIF contract will expire on September 30, 2015, the Village wants to select a vendor that can begin to provide service to the Village on October 1, 2015.

At your request, we prepared a preliminary list of the key tasks that must be completed if the Village wishes to conduct a competitive procurement process for solid waste collection services. At your request, we also prepared a preliminary schedule for the completion of the Village's procurement process. The preliminary schedule and the list of key tasks are attached to this letter. A review of these two documents should make it clear that the Village must move forward very expeditiously if the Village intends to have a vendor ready to begin providing collection service by October 1, 2015.

#### Fees and Billing Practices

We normally charge our clients an hourly rate for our legal services. My billing rate for new private clients is \$350 per hour. The other senior attorneys in this Firm charge similar amounts.

For the Village, the Firm's rates will be reduced. Specifically, the Firm is willing to reduce my normal billing rate to \$250 per hour; the maximum rate for our other senior attorneys also will be reduced to \$250. The rates that will be charged to the Village are shown on Exhibit A, which is attached to this letter.

We are sensitive to the costs of legal services and we understand that every client wishes to avoid unnecessary



expenses. Accordingly, we will use our best efforts to ensure that the Village's work is performed as efficiently as possible. When it is appropriate, we will assign tasks to attorneys, paralegals, or clerks with lower billing rates so that we can maximize our cost effectiveness.

Our clients are responsible for all reasonable costs that we incur during our representation of them. Such costs include computer research services, copying charges, travel and out-of-pocket expenditures. Our requests for reimbursements from the Village for meals, per diem, and travel, if any, will be limited to conform to the restrictions contained in Section 112.061, Florida Statutes, for state employees. To the extent possible, travel will be kept to a minimum and shall be approved in advance by the Village.

We will provide the Village with an itemized monthly invoice for our services. The invoice will identify each task that has been performed during the month, the person that performed the work, the date on which the work was performed, and the amount of our costs. Our invoices will include receipts or other appropriate documentation for our costs.

We recognize that the Village may have its own limitations on reimbursements for costs and out-of-pocket expenditures. We will comply with any reasonable limitations imposed by the Village, but we ask that such limitations be identified now so we can avoid confusion and misunderstandings later.

Our invoices are payable upon receipt. If our invoices are not paid within 45 days, we may charge interest on the outstanding balance at the rate of 1.0% monthly (12% per annum), which is consistent with the requirements established by the Florida Legislature in the Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.

#### Proposed Budget

You have asked me to provide a budget for the Firm's services to the Village. It is impossible to provide a precise budget because our work will depend on the specific scope of services that the Village requests from the Firm. Further, the



actual work required will be affected by the Village's proposed scope of services for the vendors, and the vendors' responses to the Village's request. In short, the budget will be affected by factors that the Firm cannot control.

Based on our experience in other procurement proceedings, we have assumed that I will attend four or five meetings with the Village: (1) a "kick off" meeting when the Village is ready to discuss the details of its RFP and draft Agreement; (2) a pre-proposal conference with the vendors; (3) one or two meetings with the Village's evaluation committee; and (4) a public meeting when the Village awards its Agreement to the selected vendor.

We have assumed the Firm will prepare one draft Agreement, which will require the vendor to provide the same basic services that the Village currently receives. Conversely, we assume we will not need to prepare multiple versions of the draft Agreement, based on different levels of service. Multiple versions of the Agreement would be required if, for example, the Village wanted to evaluate and compare (a) the cost of continuing with the Village's current level of service and (b) the cost of using recycling carts and automated collection service for the collection of the Village's recyclable materials.

The proposed schedule and budget assume there will be no bid protests or other litigation concerning the Village's procurement process.

Based on these assumptions, we estimate that our services will cost between \$40,000 and \$60,000. The actual cost of our services will depend in large part upon the amount of work the Village requests us to perform on this project. The more tasks we are asked to complete, the larger our bills will be.

### Conclusion

We hope that our proposal is acceptable to the Village. If it is, the appropriate Village official should sign in the space provided below and then return a copy of this letter to me.



Village of Wellington  
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Please call me if you have any questions. We look forward to a pleasant and successful relationship with you and the Village of Wellington.

Sincerely,

GARDNER, BIST, WIENER, BOWDEN, BUSH,  
DEE, LAVIA & WRIGHT, P.A.

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

David S. Dee  
For the Firm

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_,  
2014.

Village of Wellington

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



EXHIBIT A

GARDNER, BIST, WIENER, BOWDEN,  
BUSH, DEE, LAVIA & WRIGHT, P.A.

	<u>RATE</u>
MICHAEL P. BIST	\$250 per hour
GARVIN B. BOWDEN	\$185 per hour
BENJAMIN B. BUSH	\$185 per hour
DAVID S. DEE	\$250 per hour
ERIN W. DUNCAN	\$150 per hour
CHARLES R. GARDNER	\$250 per hour
JOHN T. LAVIA, III	\$200 per hour
BRUCE I. WIENER	\$250 per hour
WENDY RUSSELL WIENER	\$200 per hour
BEDFORD WILDER	\$150 per hour
ROBERT SCHEFFEL WRIGHT	\$225 per hour



EXHIBIT B

KEY TASKS FOR THE VILLAGE'S PROCUREMENT PROCESS

The following list identifies some of the key tasks that must be completed by the Village during its competitive procurement process for solid waste collection services. The list identifies certain tasks that are to be completed by the Village's consultant, if the Village has one. If the Village does not hire a consultant, the consultant's tasks will need to be completed by the Village's staff.

1. The Village provides its current solid waste collection contract, procurement code, and solid waste ordinance to the Village's consultant and the Firm. The Village also should provide any other documents or information that the Village deems relevant to the Firm's work for the Village.
2. The Village's consultant and the Firm will meet with the Village's solid waste director and other appropriate officials to discuss the content of (a) the Village's request for proposals ("RFP") and (b) the exclusive franchise agreement ("Agreement") for solid waste collection services. These discussions will address the specific services to be provided by the contractor (i.e., the solid waste collection company selected by the Village) and many related issues.
3. The Firm will prepare a draft RFP and Agreement, based on the Village's instructions.
4. The Village will review and provide comments to the Firm concerning the proposed RFP and Agreement. The Village's review should include comments from the Village's risk management department, purchasing department, and legal department.
5. The Firm will prepare and distribute a second draft of the RFP and Agreement, based on the Village's



comments.

6. The Village will issue and publish the RFP and draft Agreement in accordance with the Village's normal procedures.
7. The Village will conduct a pre-proposal conference with the vendors. The pre-proposal conference should be at least two weeks after the RFP is issued. The Village's consultant and the Firm will attend the pre-proposal conference. If requested, the Firm will help lead the discussion with the vendors.
8. The Village will receive written questions and comments from vendors. The deadline for submitting questions and comments should be approximately one week after the pre-proposal conference.
9. The Village's consultant, the Village staff, and the Firm will discuss the written questions and comments received from the vendors. Upon request, the Firm will prepare a draft addendum to the RFP -- i.e., a draft of the Village's written responses to the vendors' comments and questions. The draft addendum will be provided to the Village for review and revision, as necessary.
10. The Village will issue an addendum to the RFP, which will contain the Village's official responses to the vendors' comments and questions. The addendum also will identify any revisions to the RFP and Agreement.
11. The Village will receive proposals from vendors. The deadline for the submittal of proposals should be at least one week after the Village issues its addendum. The Village shall provide the proposals to the members of the Village's evaluation committee, the Village's consultant, and the Firm.
12. The Village's consultant should contact all of the references identified by each vendor. The Village's consultant and the Firm will make preliminary



determinations regarding: (a) whether each vendor provided all of the information and documentation required by the RFP; (b) what, if any, additional information should be requested from each vendor; and (c) whether each vendor complies with the minimum requirements in the RFP and thus is qualified to provide collection services to the Village.

13. The Village's evaluation committee will meet to discuss the proposals. Initially, the evaluation committee will determine whether each vendor is qualified to provide collection services to the Village. The evaluation committee then will analyze and compare the cost proposals submitted by the qualified vendors. The Village's consultant and the Firm will serve as technical advisors to the evaluation committee. In this capacity, the Village's consultant should prepare a financial analysis and comparison of the proposals.
14. The Village's evaluation committee may wish to hold a second meeting to hear presentations from the vendors and further discuss the proposals.
15. Upon request, the Firm will prepare a draft report to the Village Council, based on the findings and conclusions of the evaluation committee. The draft report will be submitted to the evaluation committee for its review and approval before the report is submitted to the Village Council. The draft report will be revised, as necessary, based on the evaluation committee's comments.
16. The Village will conduct a public meeting to consider the proposals and award its Agreement to the preferred vendor. Upon request, the Firm will assist the Village staff with the presentation to the Village Council.
17. After the Agreement is awarded, the preferred vendor (i.e., the Village's Contractor) will have to procure the vehicles, equipment, and personnel needed to serve



the Village. If the vendor is not the Village's incumbent hauler (WMIF), the vendor will need at least five (5) months to complete these tasks.

18. On October 1, 2015, the preferred vendor will begin to provide its services to the Village.



EXHIBIT 3

PRELIMINARY SCHEDULE FOR VILLAGE'S RFP PROCESS

At the Village's request, we have prepared a preliminary schedule that is designed to result in the selection of a new solid waste collection company to provide services to the Village, beginning on October 1, 2015. This schedule assumes that the Village will move forward immediately with this project and work diligently until all of the necessary tasks are completed. Among other things, the schedule assumes the Village, its consultant, and the Firm will complete the preparation of the Village's RFP and draft Agreement in early January 2015, notwithstanding the intervening holidays.

This preliminary schedule is subject to change because it is dependent upon many factors that are beyond our control. This schedule does not include any time for bid protests or other litigation concerning the Village's procurement process. This schedule does not include time for the Village Council to review and approve the Village's draft request for proposals ("RFP") and exclusive franchise agreement ("Agreement").

1. January 12, 2015      The Village issues its RFP and draft Agreement.
2. January 28, 2015      The Village conducts a pre-proposal conference with the vendors.
3. February 4, 2015      The deadline for the vendors to submit questions and comments concerning the Village's RFP and draft Agreement.
4. February 20, 2015      The Village's non-binding deadline for the issuance of the Village's addendum, which will contain the Village's written responses to all of the questions and comments submitted by the vendors.



5. March 2, 2015 The deadline for the submittal of proposals.
6. March 2015 The Village's evaluation committee reviews and evaluates the proposals.
7. April 1, 2015 The evaluation committee submits its written report and recommendation to the Village Council.
8. April 15, 2015 The Village Council awards the Agreement to the successful vendor.
9. May 1, 2015 The successful vendor and the Village execute the Agreement. The successful vendor will have five (5) months to prepare for the commencement of its operations for the Village.
10. October 1, 2015 The selected vendor begins to provide collection service to the Village's residents.