

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, WAIVING COMPETITIVE PROCUREMENT PROCEDURE UNDER SECTION 5(D) OF ORDINANCE 17-203; APPROVING THE SIX-MONTH EXTENSION AMENDMENT TO CONTRACT 2012-29 FOR LITTER/DEBRIS PICK-UP & DISPOSAL; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT TO CONTRACT 2012-29; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 5(d) of the Town of Miami Lakes Ordinance 17-203 (the “Procurement Ordinance”) authorizes the Town Manager to request a waiver of formal competitive bidding requirements when the Town Manager makes a written recommendation that it is not practical to comply with the provisions of Section 5 of Ordinance 17-203; and

**WHEREAS**, the Town requires litter control services to maintain a clean and neat appearance throughout the Town; and

**WHEREAS**, on December 15, 2017 the Town of Miami Lakes (the “Town”) issued Invitation to Bid (“ITB”) No. 2018-12 for Litter Control Services for Rights-of-Way and Town Parks (“Litter Control Services”); and

**WHEREAS**, on the date of the bid opening, the Town received four (4) bids; and

**WHEREAS**, the Town’s Procurement department reviewed the bids for responsiveness and found that Brightview Landscaping Services, Inc. (“BrightView”), is the lowest responsive and responsible bidder; and

**WHEREAS**, BrightView's total bid amount of \$804,600 will cost the Town \$160,920 annually; and

**WHEREAS**, Procurement has determined that the rate used to calculate BrightView's total bid amount is unreasonable for Litter Control Services, as the current contract costs approximately \$94,000 annually, and recommends exploring alternative options available to the Town; and

**WHEREAS**, the Town still requires Litter Control Services to be performed until an alternative solution is implemented; and

**WHEREAS**, the current contractor, SFM Services, Inc. has agreed to the amendment and will provide Litter Control Services until an alternative solution can be implemented; and

**WHEREAS**, the Town Council approves of the Town Manager's recommendations and authorizes the Town Manager to execute an amendment to Contract 2012-29 to continue Litter Control Services on a month-to-month basis, up to a maximum of six (6) months, in an amount not to exceed budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2.**     **Approval of the Amendment.** The Town Council hereby approves the amendment of Contract 2012-29 with SFM Services, Inc. in substantially the form attached hereto as Exhibit "A" for the continued performance of Litter Control Services on a month-to-month basis, up to a maximum of six (6) months, in an amount not to exceed budgeted funds.

**Section 3.**     **Authorization of Town Officials.**     The Town Manager and/or his designee are authorized to take all steps necessary to implement the terms and conditions of the amendment to Contract 2012-29 with SFM Services, Inc. for Litter Control Services.

**Section 4.**     **Authorization of Fund Expenditure.**     Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the amendment to Contract 2012-29 with SFM Services, Inc. for Litter Control Services.

**Section 5.**     **Execution of the Amendment.**     The Town Manager is authorized to execute the amendment in substantially the form attached hereto as Exhibit "A" to Contract 2012-29 with SFM Services, Inc. and to execute any required agreements and/or documents to implement the terms and conditions of the amendment, subject to approval as to form and legality by the Town Attorney.

**Section 6.**   **Effective Date.**   This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

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Manny Cid  
MAYOR

Attest:

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Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**

Amendment to Contract 2012-29  
between the  
Town of Miami Lakes  
and  
**SFM Services, Inc.**  
for  
Litter/Debris Pick-up Disposal



## Change Order Form for Additional Services

<b>Contract Title:</b> Litter/Debris Pick-up & Disposal	<b>Contract No.:</b> 2012-29
<b>Vendor:</b> SFM Services, Inc.	<b>Change Order No.:</b> 3
<b>Agreement Award Date:</b> 8/4/2012	<b>Completion Date:</b> 8/3/2017
<b>Revised Completion Date (prior to this change):</b> 2/3/2018	<b>Extension(s) of Time Previously Approved:</b> 182 days
<b>Revised Completion Date (including this change):</b> 8/3/2018	

Vendor and the Town hereby agree to modify the Contract as follows: (Attach additional pages as necessary)

### **Additional Services to be Provided:**

Contract term is hereby extended on a month-to-month basis, up to a maximum of six (6) months from its current expiration date. At the end of each month, the contract term will auto-renew unless terminated in writing at least seven days prior to the end of the current term or upon the expiration of the sixth month.

### **Basis for Additional Services:**

The Town will use the additional time to explore additional options for litter/debris pick-up and removal services.

<b>Summary of Agreement Amount</b>	
<i>Original Agreement Amount</i>	\$371,800
Additional Services Previously Approved	\$50,379.28
Adjusted Agreement Value Prior to this Additional Service	\$422,179.28
Cost of Changes for these Additional Services	\$40,000 for Additional Six (6) Months
<i>Adjusted Agreement Amount Including this Change</i>	\$462,179.28
Percentage Increase for these Additional Services	10.8%
Total Percent Increase to Date	24.3%
Extension of Time Allowed by this Change -	181 days

This change order is hereby incorporated into and becomes a part of the Agreement.

Accepted By Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print name of (signatory): \_\_\_\_\_ Title: \_\_\_\_\_

Accepted By Town Manager \_\_\_\_\_ Date: \_\_\_\_\_

Alex Rey, Town Manager

Town Council Approval Required: ☐ yes ☐ no If yes, Resolution Number: \_\_\_\_\_