

RESOLUTION NO. R-2018-192

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE SOLID WASTE DISPOSAL SERVICES AGREEMENT WITH PROGRESSIVE WASTE SOLUTIONS OF FL, INC., D/B/A WASTE CONNECTIONS OF FLORIDA.

WHEREAS, the Department of Public Works, Environmental Services Division required an agreement with a qualified contractor to provide solid waste disposal services Citywide; and

WHEREAS, on July 3, 2013, the City Commission passed and adopted Resolution Number R-2013-168, which authorized the issuance of blanket purchase order number B002492 to Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc. and now d/b/a Waste Connections of Florida ("Waste Connections") for Solid Waste Disposal Services, in accordance with Bid F-4365-13-IS, for an initial five year term for an annual estimated expenditure of \$1,579,600.00, with the option to renew for two additional five year periods; and

WHEREAS, the City Commission has directed the Department of Public Works to conduct a solid waste analysis, researching various options for solid waste services, including but not limited to commingled disposal services; and

WHEREAS, the Department of Public Works has contracted with a Solid Waste Consultant that specializes in consulting and procurement services in the area of solid waste; and

WHEREAS, the current contract with Waste Connections expires on July 3, 2018, unless renewed by the parties for an additional five year period; and

WHEREAS, as the solid waste analysis will overlap with any renewal of the services provided by Waste Connections under the existing contract, City staff determined that it is necessary to shorten the renewal term in order to allow both the City and Consultant to explore the various options determined as an outcome of the analysis and to have continuity to provide the services during such time; and

WHEREAS, Waste Connections has offered the City an interim agreement, and it is in the City's best interest to extend the current agreement until July 31, 2019; and

WHEREAS, solid waste disposal fees set forth in the current agreement will increase from \$41.08 per ton to \$45.82 per ton during this extension term only; and

WHEREAS, in the event that the City determines that it is in its best interest to retain the services of Waste Connections beyond the interim agreement's extended term, then the City may exercise one of the five year renewal options under the original agreement's terms and conditions, and the disposal fees, subject to any CPI adjustments, will revert back to the rates applicable at the time the renewal decision was to made in July of 2018; and

WHEREAS, Section 38.40(C)(8) provides that when the City Commission declares by a 5/7ths vote that competitive bidding and competitive proposals are not in the best interest of the City, such purchases are exempt from the competitive bidding and competitive proposal requirements; and

WHEREAS, funding for this service has been provided in the FY 2018 budget in the Department of Public Works Budget Account Numbers 45.5121.00000.534.004360 - Waste Disposal and 45.5121.00000.534.004631- Waste Disposal – Broward County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution by the appropriate City officials of the attached First Amendment to the Solid Waste Disposal Services Agreement with Waste Connections of Florida, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 6 day of June, 2018.

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.


DOUGLAS R. GONZALES, CITY ATTORNEY

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF
HOLLYWOOD, FLORIDA AND PROGRESSIVE WASTE SOLUTIONS OF FL,
INC., F/K/A WASTE SERVICES OF FLORIDA, INC., FOR SOLID WASTE
DISPOSAL SERVICES**

THIS FIRST AMENDMENT to the Agreement dated July 3, 2013, is made and entered into on _____, 2018, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City"), and Progressive Waste Solutions of FL, Inc., a Delaware Corporation authorized to do business in the State of Florida, d/b/a Waste Connections of Florida ("Vendor").

RECITALS

WHEREAS, on July 1, 2013, the City and Progressive Waste Solutions of FL, Inc., f/k/a Waste Services of Florida, Inc., d/b/a Waste Connections of Florida, entered into an agreement pursuant to Bid No. 4365-13-IS for Progressive Waste Solutions, of FL, Inc. to provide solid waste disposal services; and

WHEREAS, on June 6, 2018, the City Commission passed and adopted Resolution No. R-2018-_____, which approved and authorized the execution of this First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration received, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. That Article II of the Agreement entitled "Term" is amended as follows:

The Interim Term of this Agreement shall be from July 3, 2018 to July 31, 2019. In the event that the City determines that it is its best interest to retain the services of Vendor beyond this term, then the City may exercise one (1) or more of the two (2) remaining five (5) year renewal options under the existing agreement under the original existing agreement's terms, and the Disposal Fees, subject to any CPI adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018.

2. That Article IV of the Agreement entitled "Compensation" is amended as follows:

That for the Interim Term of this Agreement, the City shall pay the Vendor a Solid Waste Disposal Fee in the amount of \$45.82 per ton. Payment of said Fee shall be pursuant to the IFB Documents. In the event that the City determines that it is in its best interest to retain the services of Vendor beyond this term, then the City may exercise one (1) or more of the two (2) remaining five (5) year renewal options under the existing agreement under the original

existing agreement's terms, and the Disposal Fees, subject to any CPI adjustments, will revert back to the rates applicable at the time the renewal decision was made in July of 2018.

3. All other terms and conditions of the July 3, 2013 Agreement shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF HOLLYWOOD, a municipal Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

Approved as to form and legal sufficiency for the use and reliance of the City of Hollywood, Florida, only.

Approved by: _____
Cintya Ramos, Director
Financial Services

Douglas R. Gonzales, City Attorney

Witness:

Progressive Waste Solutions of FL, Inc.
d/b/a Waste Connections of Florida

Secretary
Print Name: _____

By: _____
Signature
Title: _____

RESOLUTION NO. R-2013-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO CONSIDER THE FOLLOWING OPTIONS: (A) NEGOTIATE AND EXECUTE AGREEMENTS BETWEEN WASTE SERVICES OF FLORIDA, INC. AND THE CITY OF HOLLYWOOD FOR SOLID WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$1,579,600.00, BETWEEN WASTE MANAGEMENT INC. OF FLORIDA AND THE CITY OF HOLLYWOOD FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00, AND BETWEEN ECOLOGICAL PAPER RECYCLING INC. AND THE CITY OF HOLLYWOOD FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING WASTE MANAGEMENT'S BID FOR DROP OFF COMMINGLED WASTE SERVICES; OR (B) EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY AND BROWARD COUNTY FOR SOLID WASTE SUPPORT SERVICES BY ELECTING TO USE (1) WHEELABRATOR AS THE SOLID WASTE AGREEMENT CONTRACTOR FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES ONLY IN THE ESTIMATED ANNUAL AMOUNT OF \$1,659,200.00 AND AUTHORIZING BROWARD COUNTY TO PROVIDE CENTRALIZED BILLING SERVICES ON BEHALF OF THE CITY IN THE ESTIMATED ANNUAL AMOUNT OF \$6,000.00 FOR A TOTAL AGGREGATE ANNUAL AMOUNT OF \$1,665,200.00; OR (2) SUN-BERGERON AS THE SOLID WASTE AGREEMENT CONTRACTOR FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES ONLY IN THE ESTIMATED AMOUNT OF \$1,730,000.00 AND AUTHORIZING BROWARD COUNTY TO PROVIDE CENTRALIZED BILLING SERVICES ON BEHALF OF THE CITY IN THE ESTIMATED ANNUAL AMOUNT OF \$6,000.00 FOR A TOTAL ANNUAL AGGREGATE AMOUNT OF \$1,736,000.00; NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT INC. OF FLORIDA FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00; NEGOTIATE AND EXECUTE AN AGREEMENT WITH ECOLOGICAL PAPER RECYCLING, INC. FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING THE SOLID WASTE DISPOSAL SERVICES PORTION OF BID NO. F-4365-13-1S; AND REJECTING WASTE MANAGEMENT'S BID FOR DROP OFF COMMINGLED WASTE SERVICES; OR (C) EXECUTE AN AGREEMENT WITH SUN-BERGERON SOLID WASTE SERVICES JV FOR SOLID WASTE SERVICES PURSUANT TO THE CITY OF MIRAMAR'S RFP NO. 11-03-10 (PIGGYBACK) IN AN ESTIMATED AMOUNT OF \$1,810,000.00 WITH AN ESTIMATED ANNUAL REVENUE SHARE OF \$60,000.00 FOR A TOTAL ESTIMATED CONTRACT AMOUNT OF \$1,750,000.00; AND REJECTING THE SOLID WASTE DISPOSAL SERVICES PORTION OF BID F-4365-13-IS;

NEGOTIATE AN EXECUTE AN AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT INC. OF FLORIDA FOR COMMINGLED WASTE DISPOSAL SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$487,500.00; NEGOTIATE AND EXECUTE AND AGREEMENT WITH ECOLOGICAL PAPER RECYCLING, INC. FOR RECYCLABLES PROCESSING SERVICES FOR AN ESTIMATED ANNUAL REVENUE IN THE ESTIMATED AMOUNT OF \$510,560.00; AND REJECTING WASTE MANAGEMENT INC'S BID FOR DROP-OFF COMMINGLED WASTE SERVICES.

WHEREAS, twenty-six (26) communities and unincorporated Broward County entered into an Interlocal Agreement (ILA) in 1987 for the provision of solid waste services and also established a Resource Recovery System, including two waste to energy plants; and

WHEREAS, a Resource Recovery Board made up of elected officials from member communities was established to provide oversight; and

WHEREAS, the Interlocal Agreement will sunset on July 2, 2013, ending the governance of the Resource Recovery Board, and terminating the disposal services agreement, the recyclables processing agreement, and ancillary services agreement for household hazardous waste, residential drop off and Keep Broward Beautiful Program; and

WHEREAS, the Department of Public Works requested Procurement Services to issue a bid to include Solid Waste Disposal Services, Commingled Waste Disposal Services, Drop-Off Household Hazardous Waste Services, Drop-Off Commingled Waste Services and Recyclables Processing Services; and

WHEREAS, due to the complexity in the area of solid waste disposal services and the various services relating to solid waste, the Department of Public Works solicited the expertise of Kessler Consulting, Inc.; and

WHEREAS, Kessler Consulting, Inc. provided technical specifications, vendor qualifications, participated in various meetings and assisted with technical bid evaluation; and

WHEREAS, Notifications of Bid F-4365-13-IS were mailed on March 8, 2013, and the bid was advertised online via the City's website and DemandStar in accordance with the City's Purchasing Ordinance, Section 38.42(A)(1); and

WHEREAS, Bid No. F-4365-13-IS was opened at 3:00 P.M. on April 18, 2013, and resulted in three (3) responses for Solid Waste Disposal Services, two (2) responses for Commingled Waste Disposal Services, one (1) response for Drop-Off Household Hazardous Waste Services, one (1) response for Drop-Off Commingled Waste Services and four (4) responses for Recyclables Processing Services:

Solid Waste Disposal Services (\$/ton)

Sun Bergeron	\$43.25
Waste Management Inc. of Florida	\$41.48
Waste Services of Florida, Inc.	\$39.49

Commingled Waste Disposal Services (\$/ton)

Sun Bergeron	\$42.00
Waste Management Inc. of Florida	\$32.50

Recyclables Processing Services
(% of Average market Value minus Contractor's fee)

Ecological Paper Recycling, Inc.	80.0%	
Sun Bergeron	40.0%	
Waste Management Inc. of Florida	13.0%	
Waste Services of Florida, Inc.	35.5%	; and

WHEREAS, Clean Harbors Environmental Services, the only bidder for Drop-Off Household Hazardous Waste Services, was deemed non-responsive because they took exception to the minimum level of insurance coverage as required in the bid document; and

WHEREAS, pursuant to Section 38.51(A) of the City's Purchasing Ordinance, any actual or prospective bidder who is aggrieved in connection with the pending award of the bid, or any element of the process leading to the award of the Bid, may protest to the Director within five (5) business days after posting or any right to protest is forfeited; and

WHEREAS, on May 23, 2013, Waste Management Inc. of Florida did file a timely protest and the City Attorney reviewed the protest submitted by Waste Management Inc. of Florida and determined that it was not legally sufficient and therefore the protest was dismissed; and

WHEREAS, on May 24, 2013, Sun-Bergeron, JV did file a timely protest and the City Attorney reviewed the protest submitted by Sun-Bergeron, JV and determined that it was sufficient and therefore a protest hearing was scheduled; and

WHEREAS, the protest committee comprised of the City Manager's designees: the Director of Parking and Intergovernmental Affairs, the Director of Planning and Development Services, and the Committee Chairperson: the Director of Public Utilities, met to review, settle and resolve the protest received from Sun-Bergeron, JV; and

WHEREAS, the protest committee determined that the pending award or an element of the process leading to the award did not involve a significant violation(s) of law or applicable rule(s) or regulation(s) and therefore the protest was not decided in the Protester's favor; and

WHEREAS, the Public Works Department determined that the sole bid response received for Drop-Off Commingled Waste Disposal Services from Waste Management Inc. of Florida should be rejected because the bid exceeds the City's budgeted funding for these services; and

WHEREAS, after all Bids received were thoroughly reviewed, the Director of Public Works and the Director of Procurement Services recommend that the City Commission approve awards to the lowest responsive, responsible bidders as follows (Option A):

Waste Services of Florida, Inc.
(for Solid Waste Disposal Services)

Waste Management Inc. of Florida
(for Commingled Waste Disposal Services)

Ecological Paper Recycling Inc.
(for Recyclables Processing) ; and

WHEREAS, the term of these agreements are for an initial five (5) year period, beginning on the commencement dates, with the right to renew for two (2) additional five (5) year periods under the same terms and conditions as the initial term, including amendments; and

WHEREAS, award is subject to the City receiving all insurance required and approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity to the City; and

WHEREAS, funding has been provided in the fiscal year 2013 budget in the Public Work's Sanitation Fund (Fund 45) and will be budgeted in subsequent fiscal years; and

WHEREAS, since the Resource Recovery District will sunset on July 2, 2013, and in order to make available to all Broward County municipalities a regional, economic and environmentally sound method of solid waste disposal to commence on July 3, 2013, Broward County negotiated with both Wheelabrator and Sun-Bergeron to provide alternatives for solid waste disposal services, including Broward County offering to provide Centralized Billing and Flow Control Enforcement services to the municipalities,

and the municipalities have the option to enter into an Interlocal Agreement with Broward County (Option B) and choose to have Wheelabrator and/or Sun-Bergeron provide certain solid waste support services; and

WHEREAS, the proposed Interlocal Agreement with Broward County for solid waste support services utilizing either Wheelabrator or Sun-Bergeron allows the City to select from the following services: Residential Waste and Commercial Waste, Yard Waste, Bulk Trash, and Construction and Demolition Debris from either company or a combination of both; and

WHEREAS, in the event that the City Commission chooses to execute the Interlocal Agreement with Broward County, the Public Works staff is recommending that the City only elect to have Broward County provide Centralized Billing Services as the Flow Control Enforcement will be handled internally by the Department of Public Works; and

WHEREAS, Purchasing Ordinance 38.40(C)(8) provides that Purchases of, and contracts for, supplies or contractual services, when the City Commission declares by unanimous vote that competitive bidding is not in the best interest of the City are exempt from the competitive bidding process; and

WHEREAS, if the City Commission desires to have the City's solid waste disposal services provided by Wheelabrator, then City staff is recommending that only residential and commercial waste services be chosen under Price Option C in the estimated annual amount of \$1,659,200.00 plus the centralized billing services to be provided by Broward County in the estimated amount of \$6,000.00; and

WHEREAS, if the City Commission desires to have the City's solid waste disposal services provided by Sun-Bergeron, then City staff is recommending that only residential and commercial waste services be chosen in the estimated annual amount of \$1,730,00.00 plus the centralized billing services to be provided by Broward County in the estimated amount of \$6,000.00; and

WHEREAS, the City of Miramar approved and authorized the award of RFP No. 11-03-10 to Sun-Bergeron Solid Waste Services IV for the provision of solid waste disposal services for a five (5) year period with the option to renew for three (3) additional five (5) year terms; and

WHEREAS, Section 38.40(C)(5) of the City's Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental

entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby selects Option A and authorizes the appropriate City Officials to negotiate and execute the applicable agreement(s) for solid waste disposal services embodying the terms and conditions set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Waste Services of Florida, Inc. and the City of Hollywood, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2: That it hereby selects Option A and authorizes the negotiation and execution, by the appropriate City Officials, of an Agreement embodying the terms and conditions as set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Waste Management Inc. of Florida and the City of Hollywood for Commingled Waste Disposal Services, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: That it hereby selects Option A and authorizes the negotiation and execution, by the appropriate City Officials, of an Agreement embodying the terms and conditions as set forth in Bid F-4365-13-IS and as approved by the City Commission this date between Ecological Paper Recycling Inc. and the City of Hollywood for Recyclable Processing Services, in a form acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: That it hereby authorizes the rejection of Waste Management's bid for Drop off Commingled Waste Services.

Section 5: That this resolution shall be in full force and effect immediately upon its passage and adoption.

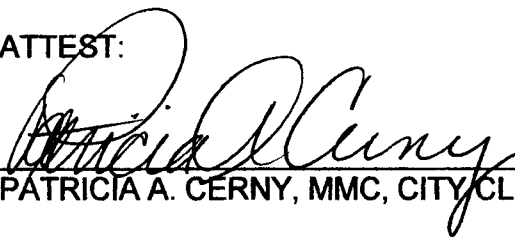
RESOLUTION FOR SOLID WASTE SERVICES IFB F-4365-13-IS

PASSED AND ADOPTED this 19 day of June, 2013.



PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL, CITY ATTORNEY

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 21, 2018
FROM: Douglas R. Gonzales, City Attorney
SUBJECT: Authorizing execution of the attached First Amendment to the agreement with Progressive Waste Services for Solid Waste Disposal Services.

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Public Works
- 2) Type of Agreement – First Amendment
- 3) Method of Procurement (RFP, bid, etc.) – Original Bid No. F-4365-13-IS. **As the proposed First Amendment is for an interim term, this item is being considered as best interest pursuant to Section 38.40(C)(8), this item requires a 5/7ths vote.**
- 4) Term of Contracts
 - a) initial – Contract commences on May 8, 2014 and expires on July 2, 2018. **This First Amendment provides for an interim term from July 3, 2018 to July 31, 2018.**
 - b) renewals (if any) – under original agreement there are two (2) additional five (5) year terms. **For purposes of the First Amendment, in the event that the City determines it is in its best interest to retain the services of Vendor beyond the interim term, then the City may exercise on or more of the two remaining five year renewal options under the existing agreement’s terms.**
 - c) who exercises option to renew – Yes, at the option of the City and with the concurrence of the respective Vendor, subject to City Commission approval.
- 5) Contract Amounts – Pursuant to the First Amendment, the Solid Waste Disposal Fee will increase from \$41.08 per ton to \$45.82 per ton during the interim term. **If the City determines to retain the services of the Vendor beyond said term as set forth above, the Disposal Fees, subjects to any CPI Adjustments, will revert back to the rates applicable at the time the renewal decision was make in July of 2018.**
- 6) Termination rights – City has right to terminate with or without cause.
- 7) Indemnity/Insurance Requirements – Vendor shall comply with applicable City requirements.
- 8) Scope of Services – Vendor will provide solid waste disposal services.

Term Sheet for First Amendment to the Solid Waste Disposal Services Agreement with Progressive Waste Solutions of FL, Inc.

- 9) City's prior experience with Vendor (if any) – yes
 - 10) Other significant provisions – All other terms and conditions of the July 3, 2013 Agreement shall remain in full force and effect.
- cc: Wazir A. Ishmael, Ph.D., City Manager