

**Eastern Waste Systems, Inc.**

Bid Contact **Angelo Marzano**  
**amarzano@easternwaste.com**  
**Ph 954-543-9800**

Address **1660 NW 19th Avenue**  
**Pompano Beach, FL 33069**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12717-835--01-01	Residential Curbside Collection Services: for the City of Fort Lauderdale	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / contract	Y	Y
				Lot Total	<b>\$0.00</b>	
				Supplier Total	<b>\$0.00</b>	

**Eastern Waste Systems, Inc.**

Item: **Residential Curbside Collection Services:for the City of Fort Lauderdale**

**Attachments**

EWS RESPONSE TO FT LAUD RFP 12717-835.pdf



## **EASTERN WASTE SYSTEMS, INC.**

**Response to City of Fort Lauderdale  
RFP # 12717-835 “Residential Curbside  
Collection Services”**

**Contact: Angelo Marzano, President  
Director**

**Telephone: (954) 543-9800**

**Email: [amarzano@easternwaste.com](mailto:amarzano@easternwaste.com)**

**September 8, 2022 2:00:00 PM EDT**

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## **Executive Summary**

Eastern Waste Systems, Inc. (herein referred to as EWS) is submitting this response to RFP# 12717-835 Residential Curbside Collection Services (the RFP). **EWS is proposing to perform the Bulk Waste Collection only** per the terms and conditions of the RFP. Founded in 2003, EWS owns and operates the largest fleet of grapple type waste collection vehicles in the State of Florida, specializing in bulk collection. EWS is a preferred vendor for hauling companies and municipalities throughout southeast Florida, regularly serving over 100,000 residential homes in Palm Beach, Broward and Miami-Dade Counties. Additionally, over the last year EWS performed and continues to provide weekly bulk collection services to the City of Fort Lauderdale and its residents in the Las Olas Isles community. EWS recently renewed this Agreement with the City after satisfactory performance.

EWS is a Florida based corporation, locally headquartered at 1660 NW 19th Avenue in Pompano Beach, Florida. This location is twelve miles from the City and will conveniently serve as the base for operations under the Agreement. The officers of the company are Angelo Marzano, PD; Michael C. Marzano TD; and Dominick Marzano, SD. Financially, the company is sound and possesses all the necessary equipment and personnel to provide residential bulk and debris collection within the scope of services required by the City of Pembroke Pines. Not only has EWS been a long-time provider of bulk and yard waste collection services to residents all over Broward County, but also continues to be a philanthropic partner in the community as well donating annually to many charitable organizations and events throughout the South Florida area.

Since 2003 EWS has performed residential bulk and yard waste collection exclusively in the South Florida market. Please review the associated letters of recommendation for these projects attached. EWS has thoroughly reviewed the scope of work required in the RFP and is committed to offering the City of Fort Lauderdale the most prompt and efficient collection services with the equipment exclusivity the City currently enjoys. EWS is committed to purchasing from the City or supplying the necessary equipment to perform bulk and yard waste collection from **day one** of the desired start date, and the fleet will meet all requirements including age of vehicles and video monitoring technology with GPS capabilities.

### **Resumes:**

**Project Manager-** Company President Angelo Marzano (phone 954-543-9800, email amarzano@easternwaste.com) will personally oversee project management and work with staff on pre- planning, assessment of collection and operations, and liaison to the City. Angelo has over 20 years experience at the Executive Management level. Angelo is a graduate of Pennsylvania State University.

**Financial Administration Manager and Treasurer-** Michael C. Marzano (phone 954-543-9800, email mmarzano@easternwaste.com) will serve as Treasuraer and Director for the project, overseeing all finanacial aspects of the project including accounting, data collection and reporting, and administrative functions. From 2004 to Present, Michael has served as Treasurer and Vice President of EWS. Previously, Michael served as Treasurer/Corporate Controller of Star Services Group (Delta Recycling Corp.) a Publicly

held company from June of 1999 to the eventual sale of the company to BFI/Allied in June 2001. From 2001 to April 2004, he served as Controller/Treasurer of Atlas - Recycling, which owned and operated 5 Construction and Demolition Recycling facilities as well as 2 Soil Remediation facilities. The company was subsequently sold in April 2004. Michael is a graduate of Pennsylvania State University.

**Operations Manager-** Operations Manager Gerald Walker (phone 954-583-9800, [gwalker@easternwaste.com](mailto:gwalker@easternwaste.com)) has over 10 years' experience in management and collection of bulk and yard waste, many of those years working on and managing bulk routes in the South Florida Market. Gerald served as a CDL driver for Eastern Waste Systems, Inc. from 2005-2009. From 2009-2016, he was promoted to Route Manager for Eastern Waste Systems, Inc. From 2016 to Current he serves as the Operations Manager for Eastern Waste Systems, Inc. and is responsible for overseeing all bulk collection routes and Route Managers.

**Route Supervisor-** In the Fort Lauderdale territory, Daniel Sementilli (phone 954-234-9794, [dsementilli@easternwaste.com](mailto:dsementilli@easternwaste.com)) is familiar with the City of Fort Lauderdale in both geography and in working with the City and its service standards. Daniel has 30 years of experience in the waste collection industry and is the current route supervisor for EWS managing the Palm Frond Collections Agreement on Las Olas Isles. Daniel has experience in both managing the City's customer service 24-hour Customer Call Center and the process for managing complaints and requests. Daniel will be the full-time supervisor in the City and will exclusively support City staff and customer service. Daniel possesses all the skills necessary to communicate with City staff and residents, perform audits and attend City staff meetings, and adhere to the requirements set forth in Section 3.18 of the RFP.

Daniel will also serve as Customer Service Manager/Liaison and will have access to all software, technological equipment and programs available including GPS and Third Eye monitoring systems. Daniel has a dedicated direct dial telephone line as well as direct electronic mail available Monday through Saturday from 9am to 6pm. Daniel will attend meetings with the City, take direct complaints and calls from customers and the City, visit properties to correct issues or investigate complaints, update work orders tracked through the City's work order system and communicate customer calls within Contractor's organization to affect resolution as described in this RFP. EWS Supervisor Ronald Johnson will provide back-up for Daniel in the Customer Service Manager/Liaison role, as he is presently for the Palm Frond Collections Agreement.

## **Experience and Qualifications**

Eastern Waste Systems, Inc. is proposing to be awarded **ONLY** the bulk waste collection services under a separate award under the terms and conditions of RFP# 12717-835. Founded in 2003, Eastern Waste Systems, Inc. is a Florida Corporation providing residential curbside bulk and yard waste collection for the last 19 years. EWS is solely located at 1660 NW 19<sup>th</sup> Ave. Pompano Beach, Florida 3369. The general telephone line is (954) 583-9800 and the general email address is [bulkservice@easternwaste.com](mailto:bulkservice@easternwaste.com). The main fax line is (954) 580-0616. EWS maintains the web address [www.easternwaste.com](http://www.easternwaste.com) and the main contact for this proposal is Angelo Marzano, President/Director.



As a local Broward County vendor solely operating in the South Florida market, EWS management and staff have significant expertise in effectively managing residential bulk waste collection and disposal. EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida. EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field. Every workday, a fleet of over 100 vehicles collect debris with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage. Weekly safety meetings and monthly topical meetings coupled with refresher training on standard operational procedures for bulk and yard waste collection prepare EWS staff to operate safely and efficiently. Additionally, EWS maintains a support staff of over Seventy (70) employees acting in various roles as trained Supervisors, Managers, Customer Service Representatives, Mechanics, Technicians, Dispatchers and Administrators all working together to provide the highest level of quality services available to the City of Fort Lauderdale.

EWS has continuously performed the residential bulk and yard waste collection in multiple South Florida municipalities over the last 15 years, including all those listed as references included in this response. EWS will own and regularly maintain all the equipment, vehicles, and personnel needed to perform under the terms and conditions of RFP# 12717-835. The EWS fleet of collection equipment are designed, and employees are trained to load debris into clam shell trucks. EWS commits to providing as many collection vehicles as needed to operate within the City every regularly scheduled collection day. All units are company owned, drivers are actively collecting bulk and vegetation currently in Broward and Miami-Dade Counties and are based out of the Company Headquarters in Pompano Beach, Florida.



As a primary contractor, EWS commits to the City as many dedicated resources as needed for punctual collection. An award to EWS for the bulk waste collection service will allow EWS to enhance its operations by establishing dedicated drivers to complete designated routes each scheduled collection day. Allowing EWS to manage residential bulk collection in the field will establish the flexibility and ownership needed to ensure completion of routes. Company President Angelo Marzano will personally oversee project management and work with staff on route coordination, training, and data reporting. The EWS main operating facility located in Pompano Beach is backed up by generated power to eliminate any loss of services or communication in the wake of any outage. EWS will service the City first and foremost in advance of an impending storm or other event foreseeably resulting in a locally declared emergency. As a current tertiary contractor for Emergency Debris Management Services (EDMS) in Broward County, if an emergency order or storm warning resulting in the suspension of services is declared EWS will finalize regular collections and will stand ready in the event our services are needed per the Terms and Conditions of the RFP. This will allow the City to rest assured there are dedicated resources available, and local, everyday operators familiar with the size and scope of the City stand ready to begin EDMS activities if activated.

EWS has provided 19 years of continuous engagement in providing the exact bulk services as proscribed in the RFP. In addition to providing and renewing the Palm Frond collection services to the City of Fort Lauderdale, EWS has provided similar services for a period of ten (10) years or more and is presently engaged in the provision of these services in the municipalities of Pembroke Pines, Miramar, Davie, Weston, Miami Beach and Pompano Beach among others. The services we currently provide to the City of Pembroke Pines are under a Franchise Agreement between EWS and the City of Pembroke Pines as the result of a very similar procurement, in which the City selected EWS as a sole and separate vendor for bulk and yard waste collection services. Please see References section on page 12 of this response for confirmation.

All members of the EWS team proposed to serve the City under RFP# 12717-835 possess over 10 years of experience in collecting the bulk and yard waste in the South Florida market. The qualifications for our team include a management group beginning with Angelo Marzano, a founder of the Company and President overseeing all operations of the Company for the last 19 years. Gerald Walker, our Operations Manager was promoted internally and previously worked as an operator in multiple Broward County municipalities. Mr. Walker still maintains a Commercial Drivers License and oversees daily activities and operations in the field. Daniel Sementilli, our dedicated supervisor in Fort Lauderdale, has a customer service background focused on exceeding our customers expectations and is currently out in the City working every scheduled Saturday. The culture and atmosphere at EWS cultivates low employee turnover and specific experience to each project. This affords EWS to opportunity to commit to maintaining dedicated drivers consistently working in the City everyday to complete designated routes as scheduled.

**Financial Capability:** EWS possesses the necessary Financial stability to perform under the terms and conditions outlined in RFP# 12717-835. EWS is one of the largest private hauling companies in Florida in less than 20 stable years of existence. This unprecedented growth demonstrates the firm financial standing of the Company. To maintain its competitive advantage EWS has chosen to operate on the condition of confidentiality. Therefore, in accordance with Florida State Statute section 403.73 (1) Trade secrets; confidentiality, please accept this request for the Financial Information required as part of the response to RFP# 12717-835 to remain confidential as such information contains trade secrets as defined in s. 812.081. Such trade secrets are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. In response to the RFP# 12717-835 EWS must invoke its right to confidentiality per Florida State Statutes. EWS is agreeable to any City request to review of Financial Information required in this RFP or by request from a member of the City of Fort Lauderdale staff, under strict confidentiality.

**Litigation:** EWS has no prior complaints or pending litigation/investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in the RFP within the last five years and within the counties of Miami-Dade, Broward, and Palm Beach, and related to the collection and disposal of bulk waste for local governments. EWS has no subsidiary/affiliate company in the same business.

### **Approach to Scope of Work**

No other firm understands the scope of service and intent of RFP# 12717-835 better than EWS. For the past nineteen years, EWS performed as both a prime and subcontractor to collect the residential bulk and yard waste in multiple Cities throughout Broward County. EWS has a long and proud history serving these municipalities, often assisting in the creation and designation of the bulk services in multiple scenarios. EWS possesses a proven track record in managing residential bulk and yard waste services in the South Florida residential market. As a local vendor solely operating within 13 miles of the City, EWS management and staff have significant expertise in effectively managing debris collection and disposal. Over Seventy (70) EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida.



Every scheduled day, EWS commands a fleet of state-of-the-art collection equipment ready to perform under the terms and conditions of RFP# 12717-835. EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field. Trainer and Safety Manager Leonard Wellington brings over 20 years of experience in waste collection operations and safety, and he has produced results that make EWS one of the safest places to work in the industry. Each workday, a fleet of over 90 vehicles operate with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage, EWS daily approach to bulk and yard waste collection focuses on providing safe and efficient operations. Weekly safety meetings and monthly topical meetings before and during each season, coupled with refresher training on collection plans and operational procedures allow EWS to stand ready to provide the City of Fort Lauderdale the utmost customer service each day.

EWS owns and regularly maintains the following list, equipment, vehicles, and personnel available to perform under the terms and conditions of RFP# 12717-835. **EWS is also providing pricing to purchase the City's fleet of bulk collection vehicles included in the RFP and intends to utilize those assets in addition to other company owned assets.** EWS fleet of collection equipment are designed, and employees are trained to load debris into clam shell trucks. Bulk Waste hauling will be performed with self-loading grapple trucks, and all equipment will be equal to or larger than 25 cubic yards of capacity. EWS intends to maintain a maximum fleet age of seven years on its regular collection vehicles operating in the City of Fort Lauderdale.

All EWS collection, supervisory and maintenance units are equipped with AWTI Third-Eye technology. Third Eye Refuse Collection Systems wrap all units in 360° of camera coverage to monitor vehicle and driver environment in real time.



Third-Eye technology allows EWS the ability to track and record the hours collection vehicles are working and their exact location. In addition, 24-hour access to all on board camera systems allow for EWS to review service performance and research any complaints or issues swiftly and effectively in real time, thus enhancing customer service for the City and its residents.



All Customer Service requests will be logged in real time using TracEZ data management software. This software will have the ability to log, record, track and provide electronic updates not only to the customer but the City and EWS as well to ensure 100% customer satisfaction.

EWS business systems provide for daily input of all weight-based disposal tickets from the dedicated disposal facility, generating a variety of reports to report and analyze the weight-based components of the services provided. EWS maintains a clerical staff of data entry, administration, customer service representatives and dispatchers all working in unison to gather, evaluate and report all necessary information to remain compliant with the terms and conditions of the RFP.

**Current Equipment:** Please find the following asset list of equipment dedicated to bulk waste collection:

EWS Truck #:	Year:	Make/Model:	GVW:
522	2022	Mack MD7	33,000
523	2022	Mack MD7	33,000
524	2022	Mack MD7	33,000
525	2022	Mack MD7	33,000
526	2022	Mack MD7	33,000
527	2022	Mack MD7	33,000
528	2022	Freightliner M2 106	33,000
529	2022	Freightliner M2 106	33,000
530	2022	Freightliner M2 106	33,000
531	2022	Freightliner M2 106	33,000
612	2023	Mack MD7	33,000
613	2023	Mack MD7	33,000
614	2022	Mack MD7	33,000
615	2022	Mack MD7	33,000
616	2022	Mack MD7	33,000
617	2022	Mack MD7	33,000
618	2022	Mack MD7	33,000
619	2022	Mack MD7	33,000
620	2022	Mack MD7	33,000
621	2022	Mack MD7	33,000
622	2022	Mack MD7	33,000
623	2022	Mack MD7	33,000
624	2022	Mack MD7	33,000
625	2022	Mack MD7	33,000
626	2022	Mack MD7	33,000
627	2022	Mack MD7	33,000
628	2022	Mack MD7	33,000
629	2022	Mack MD7	33,000
630	2020	Mack 64BR-MHD	54,000
631	2021	Mack GR42F	33,000
632	2020	Mack GR64B	66,000
633	2020	Mack GR64B9	54,900
634	2020	Mack GR42B9	33,000
635	2020	Mack GR42B9	33,000
636	2020	Mack GR42B9	33,000
637	2019	Mack GR64B9	33,500
638	2019	Mack GR42F9	33,000
639	2019	Mack GR42F9	33,000
640	2020	Mack GR42F9	33,000
641	2019	Mack GR42F9	33,000
642	2019	Mack GR42F9	54,000
643	2018	Mack GU533	66,000
644	2017	Mack GU533	66,000
645	2017	Mack GU533	66,000
646	2017	Mack GU533	66,000
647	2017	Mack GU532	33,000
648	2017	Mack GU532	33,000
649	2016	Freightliner M2106	33,000
650	2016	Freightliner M2106	33,000
651	2016	Freightliner M2106	33,000
652	2016	Freightliner M2106	33,000
653	2016	Freightliner M2106	33,000
654	2007	Internacional 4300	33,000
655	2015	Peterbilt 337	33,000
656	2015	Peterbilt 337	33,000
657	2014	Peterbilt 337	33,000
658	2014	Freightliner M2106	33,000
659	2014	Freightliner M2106	33,000
660	2014	Peterbilt 337	33,000
661	2014	Peterbilt 337	33,000
663	2006	Internacional 4300	33,000
664	2006	Internacional 4300	33,000
665	2006	Internacional 4300	33,000
667	2007	Internacional 4300	33,000
669	2007	Internacional 4300	33,000
670	2006	Internacional 4300	33,000
671	2006	Internacional 4300	33,000
672	2006	Internacional 4300	33,000
673	2007	Internacional 4300	33,000
675	2006	Internacional 4300	33,000
679	2007	Peterbilt 335	33,000
680	2007	Peterbilt 335	33,000
683	2007	Internacional 4300	33,000
684	2006	Internacional 4300	33,000
685	2006	Internacional 4300	33,000
686	2005	Starling Actera	33,000
688	2005	Starling Actera	33,000
689	2005	Freightliner M2	33,000
694	2006	Freightliner M2	33,000
695	2000	Starling Actera	33,000

EWS owns and operates the largest fleet of grapple type waste collection vehicles in the State of Florida, specializing in residential curbside bulk and yard waste collection, all housed and maintained locally in Broward County, Florida less than 13 miles from the City.

EWS is committed to utilizing as many collection vehicles in the fleet as needed daily with bodies of 25 cubic yards or greater in size to perform the services required in RFP# 12717-835 for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is not proposing to collect MSW, Recycling and Yard Waste per section 3.3 of the RFP. **EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition.**



EWS is proposing to use 12 to 15 routes in order to collect bulk from homes five days per week on the current collection day per the current schedule. The routes have been established by performing due diligence of the current collection methods and the RFP, as well as utilizing company knowledge and applying nearly 20 years of internal performance data to the scope of services listed. EWS will monitor and audit routes to find efficiencies both along the residential corridors of the City as well as disposal trip time to and from the designated facility. EWS anticipates with proper asset allocation and experienced operation, each unit should maximize load time and make three to four disposal trips per day based on the route location and proximity to and from the designated disposal facility.

EWS will utilize the disposal facility as designated by the City of Fort Lauderdale. EWS will work with the City and designated disposal facility to ensure all deliverable waste is disposed in compliance and reported with accuracy. All disposal tickets will be transmitted per the terms and conditions of the RFP and at City's direction.

**Transition Plan:** EWS is proposing to resume the City's current operations at the City's current service levels without any interruption any of service. EWS currently provides the services for the Palm Frond Collections - Las Olas Isles Agreement and maintains the necessary staff and equipment to perform these services seamlessly while meeting all terms and conditions of the RFP including fleet requirements.

EWS uses T-Mobile for telecommunications including cellular telephones with data, tablets with data and access to company software, and global positioning system information for routing and verification purposes. If cellular communications are disabled, EWS will enact a two-way radio system to maintain communications until services are restored. EWS also uses Third-Eye technology to monitor global positioning of collection vehicles and communicate with the team in the field on-location. On board camera systems allow for EWS to review service performance and research any complaints or issues swiftly and effectively in real time, thus enhancing customer service for the City and its residents.

EWS uses its own internal software, Waste Program (WP), for its management information systems and computer hardware. EWS operates Microsoft Office software, as well as Mas 90 financial and operations software. This software manages operations, financials, expenses, and reporting. Company management and staff operate on an integrated platform, allowing instant access to the company's mainframe with all safeguards in place to assure that all revenues and expenses are captured by our accounting system.



Every scheduled day, EWS commands a fleet of state-of-the-art collection equipment ready to perform under the terms and conditions of RFP# 12717-835. EWS proposes to give preference to any City bulk collection employees that may be displaced as a result of this procurement and are interested in employment with our firm. EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field. Trainer and Safety Manager Leonard Wellington brings over 20 years of experience in waste collection operations and safety, and he has produced results that make EWS one of the safest places to work in the industry. Every workday, a fleet of over 100 vehicles stand ready to collect debris with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage, EWS daily approach to bulk and yard waste collection focuses on providing safe and efficient operations. Weekly safety meetings and monthly topical meetings before and during each season coupled with refresher training on collection plans and operational procedures allow EWS to stand ready to provide the utmost customer service each day.

EWS maintains a follows an Employment Handbook which lays out all personnel policies, including DOT/OSHA/ANSI compliant hiring practices for its employees. CDL drivers must complete a background check and pass a drug screen as proscribed by the Department of Transportation, State and local authorities. All employees are required to be compliant by the standards held in any Franchise Agreement for operating in a local municipality and receive a detailed two-week training before route assignment to ensure all work is completed safely and timely. Performance initiatives and annual evaluation and reviews offer employees guidance, feedback and the potential to receive additional compensation through bonus structures.

**Customer Service Plan:** EWS staffs four full-time customer service representatives and dispatchers to ensure prompt service. The office is manned from 7 am to 5 pm Monday through Friday, and 7 am until noon on Saturday and our customer service line is answered by a live, local representative. Representatives work hand in hand with dispatchers and route supervisors to manage service requests in real time to ensure customer satisfaction and prompt complaint resolution. All requests and complaints are logged into our TracEZ customer service software and tracked until closed out with the customers approval. All information is communicated timely by our customer service department to the City, and all documentation is kept and made available to the City upon request.

As previously mentioned, over the last 19 years EWS performed and continues to provide daily bulk collection services throughout South Florida. Working through those years under multiple haulers, EWS has operated continuously through periods of transition between haulers, a financial crisis, several major weather events, and most recently a pandemic. In March of 2019, EWS received commendation from the City of Pembroke Pines for its prompt service and its "above and beyond" approach to collecting residential bulk waste twice per month in the City. In the City of Pembroke Pines, the conversion to twice per month bulk was a collaborative project, with EWS assisting in the crafting of zones and schedules, as well transitioning the services in the field. Being a local Broward County vendor, no other firm can offer the amount of specialized equipment, operated by a staff of certified and trained professionals, in the quantity and quality that EWS provides. Performing the bulk collection services on a current and consistent basis affords EWS the understanding and experience to best serve the City under the Terms and Conditions of this RFP. Being a local Broward County based vendor, no other firm can offer the amount of specialized bulk collection equipment to the City and it's needs for the collection of bulk services like EWS.

## References

Since 2003, EWS has provided multiple municipalities in South Florida the collection and disposal of residential curbside bulk and yard waste. EWS is presently engaged in the provision of these services in the municipalities of Fort Lauderdale, Pembroke Pines, Miramar, Davie, Weston, Miami Beach and Pompano Beach among others:

### **Reference 1 Contact Information:**

Name of Firm, City, County or Agency: **City of Pembroke Pines**

Address: **8300 South Palm Drive**

City/State/Zip: **Pembroke Pines, FL 33025**

Contact Name: **Rose Colombo** Title: **Administrative Supervisor**

E-Mail Address: **rcolombo@ppines.com**

Telephone: **954-518-9060** Fax: **954-986-5011**

### **Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Twice per month collection of bulk and yard waste from eligible residential units in the City of Pembroke Pines, Florida as a subcontractor under Waste Pro.**

Nature of the firm's responsibility on the project: **Twice per month collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **9 YEARS TO CURRENT**

Size of project: **38,741 units**

Work for which staff was responsible: **Twice per month collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Exclusive Franchise Agreement with City**

The results/deliverables of the project: **Satisfactory Performance**



**PEMBROKE PINES  
CITY COMMISSION**

Frank C. Ortis  
MAYOR  
954-450-1020  
fortis@ppines.com

Jay D. Schwartz  
VICE MAYOR  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

Thomas Good, Jr.  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

Angelo Castillo  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
acastillo@ppines.com

Iris A. Siple  
COMMISSIONER  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

Charles F. Dodge  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

**September 6, 2022**

**RE: Eastern Waste Systems, Inc.**

**EWS has worked as our residential bulk hauler since 2013. First, as a sub-contractor to our solid waste hauler and currently we have entered into franchise agreement with EWS that is in effect through 9/30/2028.**

**It has been my experience in dealing with EWS, that all of their staff from upper management to the workers in the field are exceptionally professional and courteous.**

**They currently service our City for twice a month residential bulk service and complete the work in an organized and neat manner. They are very prompt in responding to any issues that occur, which are quickly resolved. They will often go "above and beyond" to assist a resident.**

**I recommend EWS without hesitation and feel they would surely be an asset to your organization. Please contact me should you require additional information.**

**Sincerely,**

**Rosemarie Colombo  
Sanitation Manager  
City of Pembroke Pines  
(954) 518-9011**

**Reference 2 Contact Information:**

Name of Firm, City, County or Agency: **City of Pompano Beach**

Address: **100 W. Atlantic Blvd.**

City/State/Zip: **Pompano Beach, FL 33060**

Contact Name: **Russell Ketchem** Title: **Solid Waste Manager**

E-Mail Address: **russell.ketchem@copbfl.com**

Telephone: **954-786-4030** Fax: **954-786-4011**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Residential Bulk and Yard Waste Collection services in the City of Pompano Beach, Florida as a subcontractor under Waste Management.**

Nature of the firm's responsibility on the project: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **15 years to Current**

Size of project: **19,018 units**

Work for which staff was responsible: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**



Solid Waste Services Department  
Russell S. Ketchem  
Director of Solid Waste Services

City of Pompano Beach, Florida  
1190 NE 3<sup>rd</sup> Avenue, Bldg. B., Pompano Beach, Florida 33060  
Phone: 954.786.5516 | Email: Russell.Ketchem@copbfl.com

22 March 2021

RE: Eastern Waste Systems, Inc.

This letter is to provide a reference to the fact that Eastern Waste Systems, Inc. (EWS) has been the sub-contractor for Waste Management, Inc. as it pertains to the removal of residential bulk waste for the City of Pompano Beach since 2006. During that time, they have provided excellent service to the residents. Any issues that were identified were promptly resolved in a professional and timely manner.

It is to note that in 2017, EWS was the sole hauling contractor for the City in our response to Hurricane Irma. Not only did they respond to the aftermath of the hurricane, but did so in an organized manner that allowed the city to recover in an astounding three weeks. It put that in perspective, most other cities were just getting their contractors in place when we were concluding our recovery operation. This successful operation could not had occurred without EWS being dedicated to the cleanup of our city.

Without hesitation, I fully recommend Eastern Waste Systems, Inc.

Sincerely,

Russell S. Ketchem  
Director of Solid Waste Services  
City of Pompano Beach

**Reference 3 Contact Information:**

Name of Firm, City, County or Agency: **City of Miami Beach**

Address: **140 MacArthur Causeway**

City/State/Zip: **Miami Beach, FL 33139**

Contact Name: **Brad Kaine** Title: **Sanitation Director**

E-Mail Address: **bradfordkaine@miamibeachfl.gov**

Telephone: **305-234-4262** Fax: **305-234-4251**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **On call collection of bulk and yard waste from eligible residential units in the City of Miami Beach, Florida as a subcontractor under Waste Connections.**

Nature of the firm's responsibility on the project: **On call Collection up to 6 times per year of residential bulk waste that cannot be placed in a can, bag or tied in bundles of 4-feet in length or less; white goods; waste from D-I-Y projects exceeding 5-feet in length or 40 pounds; and furniture.**

Project duration: **5 years to Current**

Size of project: **43,346 units**

Work for which staff was responsible: **Maximum of 6 on-call collections of eligible bulk and yard waste from all single-family residential units within the City.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**

**Reference 4 Contact Information:**

Name of Firm, City, County or Agency: **City of Miramar**

Address: **13900 Pembroke Rd. Building L**

City/State/Zip: **Miramar, FL 33025**

Contact Name: **Ralph Trapani Title: Solid Waste Manager**

E-Mail Address: **ratrapani@miramarfl.gov**

Telephone: **954-883-6832** Fax: **954-602-3485**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Residential Bulk and Yard Waste Collection services in the City of Miramar, Florida as a subcontractor under Waste Pro.**

Nature of the firm's responsibility on the project: **Weekly Collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City.**

Project duration: **8 years to current**

Size of project: **31,359 units**

Work for which staff was responsible: **Monthly collection and disposal of bulk and yard waste at an unlimited quantity from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Subcontract with Exclusive Franchisee**

The results/deliverables of the project: **Satisfactory Performance**



**CITY OF MIRAMAR**

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Maxwell B. Chambers

City Commission

Winston F. Barnes

Yvette Colbourne

Alexandra P. Davis

City Manager

Vernon E. Hargray

"We're at the Center of Everything"

Public Works Department  
13900 Pembroke Road  
Miramar, Florida 33027

Phone (954) 883-6815  
FAX (954) 602-3584

September 17, 2020

TWIMC

Re: Eastern Waste Solutions

This is to inform you that Eastern Waste Solutions (EWS) has been doing business with the City of Miramar, as a sub-contractor for Residential Bulk Collection Services, to the Solid Waste and Recycling Collections Service Agreement with Waste Pro of Florida since May 2011. We are pleased to report that all business activities have been conducted in a responsive and responsible manner by Mr. Angelo Marzano and his professional team at EWS.

The EWS Team has dutifully complied with the Terms and Conditions of the Collection Agreement, and reliably completes the City's demanding daily bulk collections schedule, even during these difficult and challenging times. The EWS Team routinely delivers a Gold Level Standard of Service.

I can confidentially recommend the EWS Team.

Sincerely,

Ralph Trepani  
Solid Waste and Recycling Manager  
Public Works Department  
City of Miramar  
(954) 883-6832

**Reference 5 Contact Information:**

Name of Firm, City, County or Agency: **City of Fort Lauderdale**

Address: **101 NE 3<sup>rd</sup> Avenue, Suite 1400**

City/State/Zip: **Fort Lauderdale, FL 33301**

Contact Name: **Stephanie McCutcheon** Title: **Solid Waste and Recycling Specialist**

E-Mail Address: **smccutcheon@fortlauderdale.gov**

Telephone: **954-828-8000** Fax: **954-828-5439**

**Project Information:**

Name of Contractor Performing the work: **Eastern Waste Systems, Inc.**

Name and location of the project: **Palm Frond Hauling and Collections – Las Olas Isles (Rebid)**

Nature of the firm's responsibility on the project: **Weekly Collection and disposal of Palm Fronds from all single-family residential units within the Las Olas Isles Community of the City.**

Project duration: **1 year to current**

Size of project: **1,118 units**

Work for which staff was responsible: **Weekly collection and disposal of an unlimited quantity of Palm Fronds from all single-family residential units within the Las Olas Isles Community. Recording and reporting of all operational information required by the CITY and the Primary contractor.**

Contract Type: **Exclusive Franchise with the City**

The results/deliverables of the project: **Satisfactory Performance, Agreement Renewal**

### **Minority/Women (M/WBE) Participation**

EWS is NOT a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. However, in its provision of supplies and services EWS strives to give preference to firms that operate in compliance with Florida Statute 287.09451.

### **Subcontractors**

EWS is not proposing to utilize any subcontractors to perform any of the services outlined in both the RFP and this response.

### **Required Forms and Documents**

Please find the following forms completed and uploaded to Bidsync as well as attached to this section below:

- A. Proposal Certification
- B. Cost Proposal
- C. Non-Collusion Statement
- D. Non-Discrimination Certification Form
- E. Contract Payment Method
- F. E-Verify Affirmation Statement
- G. Sample Insurance Certificate
- H. W-9 for Proposing Firm
- I. Active Status Page from Division of Corporations
- J. Proposal Security

### Supplier Response Form

#### BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Eastern Waste Systems, Inc. \* EIN (Optional): 16-1678370

Address: 1660 NW 19th Ave. \*

City: Pompano Beach \* State: Florida \* Zip: 33069 \*

Telephone No.: 9545439800 \* FAX No.: 954-580-0616 \* Email: amarzano@easternwaste.com \*

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	8/31/2022				
*	*				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

n/a

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Angelo Marzano \*  
Name (printed)

9/7/2022 \*  
Date

Angelo Marzano \*  
Signature



President Director \*  
Title

Revised 4/28/2020

Individual Pricing Per Service

Item	Description	Quantity Per Month	# of Months	UOM	Total Annual Quantity	Unit Cost Per Month	Annual Total
MSW (Garbage)	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -

Total: \$ -

Yard Waste	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -

Total: \$ -

Recycling	Year 1	38,847	12	Months	466,164	\$ -	\$ -
	Year 2	38,847	12	Months	466,164	\$ -	\$ -
	Year 3	38,847	12	Months	466,164	\$ -	\$ -
	Year 4	38,847	12	Months	466,164	\$ -	\$ -
	Year 5	38,847	12	Months	466,164	\$ -	\$ -
	Year 6	38,847	12	Months	466,164	\$ -	\$ -
	Year 7	38,847	12	Months	466,164	\$ -	\$ -

Total: \$ -

Bulk	Year 1	38,369	12	Months	460,428	\$ 7.92	\$ 3,646,589.76
	Year 2	38,369	12	Months	460,428	\$ 8.35	\$ 3,844,573.80
	Year 3	38,369	12	Months	460,428	\$ 8.81	\$ 4,056,370.68
	Year 4	38,369	12	Months	460,428	\$ 9.30	\$ 4,281,980.40
	Year 5	38,369	12	Months	460,428	\$ 9.81	\$ 4,516,798.68
	Year 6	38,369	12	Months	460,428	\$ 10.35	\$ 4,765,429.80
	Year 7	38,369	12	Months	460,428	\$ 10.92	\$ 5,027,873.76
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ 8.25	\$ 82,500.00
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00
Knuckleboom Loader w/ Debris Grapple	DISASTER SERVICES - Includes Equipment and Operator		1	Hr.		\$ 105.00	\$ 105.00

\* Price will be adjusted at same percent as Bulk services annually

Total: \$ 30,302,221.88

Submitted by:

Firm/Company:	Eastern Waste Systems, Inc.
Authorized Representative:	Angelo Marzano
Title:	President / Director
Date:	9/7/2022

**All Services Combined**

All Services Cobined	Description	Quantity Per Month	# of Units	UOM	Total Annual Quantity	Unit Cost	Annual Total
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 1	38,847	12	Months	466,164		\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 2	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 3	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 4	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 5	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 6	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 7	38,847	12	Months	466,164	\$ -	\$ -
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ -	\$ -
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00
Knuckleboom Loader w/ Debris Grapple	DISASTER SERVICES - Includes Equipment and Operator		1	Hr.		\$ -	\$ -

\* Price will be adjusted at same percent as Bulk services annually

**Total: \$ 80,000.00**

**Submitted by:**

**Firm/Company:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

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

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

### Sale of Bulk Fleet - Peterson Lightning Grapple Loaders

Item	Description	Quantity	Offer
1	V10119	1	\$ 87,500.00
2	V10120	1	\$ 87,500.00
3	V10121	1	\$ 87,500.00
4	V10122	1	\$ 87,500.00
5	V10123	1	\$ 87,500.00
6	V10235	1	\$ 92,500.00
7	V10236	1	\$ 92,500.00
8	V10237	1	\$ 92,500.00
9	V10238	1	\$ 92,500.00
10	V10239	1	\$ 92,500.00
11	V10240	1	\$ 92,500.00
12	V10241	1	\$ 92,500.00
13	V10242	1	\$ 92,500.00
14	V10475	1	\$ 92,500.00
15	V7071	1	\$ 85,000.00
16	V7072	1	\$ 85,000.00
17	V7073	1	\$ 85,000.00
18	V7089	1	\$ 87,500.00
19	V7090	1	\$ 87,500.00
20	V7091	1	\$ 87,500.00
21	V7092	1	\$ 87,500.00

**Total Combined Offer \$ 1,875,000.00**

**Submitted by:**

<b>Firm/Company:</b>	Eastern Waste Systems, Inc.
<b>Authorized Representative:</b>	Angelo Marzano
<b>Title:</b>	President/Director
<b>Date:</b>	9/7/2022

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
<u>n/a</u>	<u>n/a</u>
<u>n/a</u>	<u>n/a</u>
	<u>n/a</u>
	<u>n/a</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



---

Authorized Signature

**Angelo Marzano**

---

Name (Printed)

**President/Director**

---

Title

**9/7/2022**

---

Date

Rev 05-2020

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- (a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.



Authorized Signature

Angelo Marzano, President/Director

Print Name and Title

9/7/2022

Date

Supplier Response Form

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

Eastern Waste Systems, Inc.

Company Name

Angelo Marzano

Name (Printed)

9/6/2022

Date

Angelo Marzano

Signature

amarzano@easternwaste.com

Title

**Supplier Response Form**

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

12717-835

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: *EASTERN WASTE SYSTEMS, INC.*

Authorized Company Person's Signature: 

Authorized Company Person's Title: *ANGELO MALZANO, PRESIDENT / DIRECTOR*

Date: *9/7/2022*



<b>CERTIFICATE OF LIABILITY INSURANCE</b>							Date 8/30/2022			
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				<b>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.</b>						
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #			
				Insurer A: Lion Insurance Company					11075	
				Insurer B:						
				Insurer C:						
				Insurer D:						
Insurer E:										
<b>Coverages</b>										
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.										
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$			
						Damage to rented premises (EA occurrence)	\$			
						Med Exp	\$			
						Personal Adv Injury	\$			
						General Aggregate	\$			
						Products - Comp/Op Agg	\$			
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$			
						Bodily Injury (Per Person)	\$			
						Bodily Injury (Per Accident)	\$			
						Property Damage (Per Accident)	\$			
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence				
						Aggregate				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> WC Statutory Limits	<input type="checkbox"/> OTH-ER			
						E.L. Each Accident		\$1,000,000		
						E.L. Disease - Ea Employee		\$1,000,000		
						E.L. Disease - Policy Limits		\$1,000,000		
Other			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>							
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b>							Client ID: 93-67-610			
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <b>Eastern Waste Systems, Inc.</b> Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com										
<b>Project Name:</b> Tower 101 Building 101 NE 3rd Avenue, Fort Lauderdale, FL 33301 Issue 08-30-22 (BP)										
<b>Begin Date: 12/28/2015</b>										
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>						
City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Suite 619 Fort Lauderdale, FL 33301				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.						
										

POLICY NUMBER: SES1540267 03

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required by Written Contract	Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: SES1540267 03

COMMERCIAL GENERAL LIABILITY  
NX GL 093 08 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE  
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Schedule
Subject to an Overall Policy Aggregate Limit: \$5,000,000

(Information required to complete this Schedule, if not shown above, will be shown in Declarations.)

- A. Paragraphs 2. and 3. of **SECTION III – LIMITS OF INSURANCE** are replaced by the following:
  - 2. The Overall Policy Aggregate Limit is the most we will pay for the sum of
    - a. Medical expenses under Coverage C;
    - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
    - c. Damages under Coverage B.
  - 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" to each of your projects away from premises owned by or rented to you.
- B. The following is added to **SECTION III – LIMITS OF INSURANCE**:
  - 8. Subject to Paragraph 2. and 3. above, the General Aggregate Limit is the most we will pay under for the sum Coverage A, Coverage B, or Coverage C to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: SES1540267 03

COMMERCIAL GENERAL LIABILITY  
NX GL 009 08 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

POLICY NUMBER: SES1540267 03

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



POLICY NUMBER: SES1540267 03

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required by Written Contract	Where Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: FA18MOT02051503

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> Royal Flush, LLC</p> <p><b>Endorsement Effective Date:</b> 01/18/2021</p>
----------------------------------------------------------------------------------------------------

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b>All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.



POLICY NUMBER: FA18MOT020515-03

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
-----------------------------------------------------------------

### SCHEDULE

<b>Name Of Person(s) Or Organization(s):</b> ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTACT OR AGREEMENT IS PROHIBITED BY LAW.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY: FA18MOT02051503

COMMERCIAL AUTO  
ANF 704 02 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **BUSINESS AUTO COVERAGE FORM** and **SECTION V - MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the **MOTOR CARRIER COVERAGE FORM**:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with a written contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights of lien to be reimbursed for any recovery funds obtained by any injured employee.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Eastern Waste Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1660 NW 19th Avenue

6 City, state, and ZIP code

Pompano Beach, FL 33069

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number  
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]

or  
Employer identification number  
[ 1 ] [ 6 ] - [ 1 ] [ 6 ] [ 7 ] [ 8 ] [ 3 ] [ 7 ] [ 0 ]

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

9/7/22

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

# *State of Florida*

## *Department of State*

I certify from the records of this office that EASTERN WASTE SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on July 21, 2003.

The document number of this corporation is P03000079852.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 4, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighth day of September, 2022*



  
Secretary of State

Tracking Number: 6153855833CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Eastern Waste Systems, Inc.  
1660 NW 19th Avenue  
Pompano Beach, FL 33069

**SURETY:**

*(Name, legal status and principal place of business)*  
Merchants Bonding Company (Mutual)  
6700 Westown Parkway  
West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*  
City of Fort Lauderdale, Florida  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**BOND AMOUNT: \*\*\* FIVE PERCENT OF AMOUNT BID \*\*\* (5%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Solicitation 12717-835, Residential Curbside Collection Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of September, 2022

Eastern Waste Systems, Inc.

*(Principal)*

*(Seal)*

*(Witness)*

*(Title)*

Merchants Bonding Company (Mutual)

*(Surety)*

*(Handwritten signature of witness)*

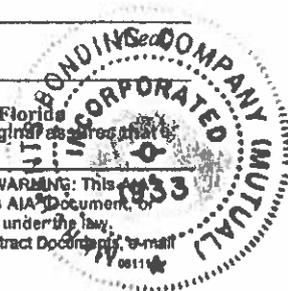
*(Title)* Kelly Phelan, Attorney-in-Fact & Licensed Resident Agent State of Florida

Guignard Company/Inquiries (407) 834-0022

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original signature that changes will not be obscured.

init.

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# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Allyson Foss Wing, April L Lively, Bryce R Guignard, Christine Morton; David R Turcios; Jennifer L Hindley; Kelly Phelan; M Gary Francis; Margie L Morris

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of July, 2022.

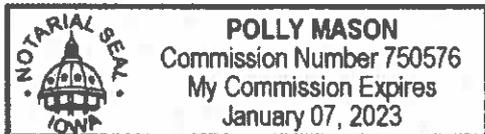


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 28th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of September, 2022.



*William Warner Jr.*  
Secretary

POA 0018 (1/20)

**CITY OF FORT  
LAUDERDALE GENERAL  
CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence,

minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a “Women Owned or Controlled Business” is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.11 SCRUTINIZED COMPANIES**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

**1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:****2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB

issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

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- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder; if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:  
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPRAWINAW](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to

reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the

records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## **REFERENCES**

A minimum of three (3) references shall be provided:

**1. Company Name: City of Pompano Beach**

Address: **100 W. Atlantic Blvd.**

**Pompano Beach, FL 33060**

Contact: **Russell Ketchem**

Phone #: **954-786-4030** Email: **russell.ketchem@copbfl.com**

Contract Value: **\$1,400,000** Year: **2005**

Description: **Weekly Residential Bulk and Yard Waste Collection services as a subcontractor to Waste Management of Florida, Inc.**

**2. Company Name: City of Pembroke Pines**

Address: **8300 South Palm Drive**

**Pembroke Pines, FL 33025**

Contact: **Rose Colombo**

Phone #: **954-518-9060** Email: **rcolombo@ppines.com**

Contract Value: **\$3,000,000** Year: **2012**

Description: **Twice per Month Residential Bulk and Yard Waste Collection services as a subcontractor to Waste Pro of Florida, Inc. Awarded the Franchise Agreement for bulk services as the Primary Contractor beginning January 1, 2022.**

**3. Company Name: City of Miami Beach**

Address: **140 MacArthur Causeway**

**Miami Beach, FL 33139**

Contact: **Brad Kaine**

Phone #: **305-234-4262** Email: **bradfordkaine@miamibeachfl.gov**

Contract Value: **\$1,000,000** Year: **2017**

Description: **On call collection up to 6 times per year of Residential Bulk and Yard Waste Collection services as a subcontractor to Waste Connections.**

**4. Company Name: City of Miramar**

Address: **13900 Pembroke Road Building L**

**Miramar, FL 33025**

Contact: **Ralph Trapani**

Phone #: **954-883-6832** Email: **ratrapani@miramarfl.gov**

Contract Value: **\$1,500,000** Year: **2011**

Description: **Monthly Residential Bulk and Yard Waste Collection services as a subcontractor to Waste Pro of Florida, Inc.**

**5. Company Name: City of Fort Lauderdale**

Address: **101 NE 3rd Avenue, Suite 1400**

**Fort Lauderdale, FL 33301**

Contact: **Stephanie McCutcheon**

Phone #: **954-828-8000** Email: **smccutcheon@fortlauderdale.gov**

Contract Value: **\$38,940** Year: **2021**

Description: **Weekly collection of Palm Fronds from 1,118 homes in the Las Olas Isles Community.**

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

Visa

**Eastern Waste Systems, Inc.**

Company Name

**Angelo Marzano**

Name (Printed)

**Angelo Marzano**

Signature

**9/6/2022**

Date

**amarzano@easternwaste.com**

Title

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No:

Project Description: **12717-835**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) **Eastern Waste Systems, Inc.**EIN (Optional): **16-1678370**

Address: **1660 NW 19th Ave.**

City: **Pompano Beach**State: **Florida**Zip: **33069**

Telephone No.: **9545439800**FAX No.: **954-580-0616**Email: **amarzano@easternwaste.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	8/31/2022				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the “Take Exception” button.**

n/a

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City’s liability for respondent’s direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City’s protest ordinance contained in this competitive solicitation.

Submitted by:

**Angelo Marzano**  
Name (printed)

**Angelo Marzano**  
Signature

**9/7/2022**  
Date

**President Director**  
Title

Revised 4/28/2020



**ADDENDUM NO. 1**

RFP No. 12717-835  
Residential Curbside Collection Services

ISSUED: 8/31/2022

This addendum is being issued to make the following change(s):

1. In response to question 48: change in Section 2.37.

WAS:

**2.37 Service Test Period**

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

REVISED:

**2.37 Service Test Period – N/A**

2. In response to question 74: change in Section 2.29

WAS:

**2.29 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

REVISED:

**2.29 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

Except in the case of Contractor's negligence or misconduct, Contractor shall not be liable for any damages to pavement, curbing or other driving surface resulting from the weight of its trucks and equipment.



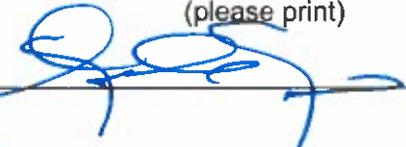
City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[purchase@fortlauderdale.gov](mailto:purchase@fortlauderdale.gov)

3. In response to questions 122 and 129: Multi-Family Account List Provided
4. In response to questions 123: Commercial Account List Provided

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin  
Senior Procurement Specialist

Company Name: Eastern Waste Systems, Inc.  
(please print)

Bidder's Signature: 

Date: 9/8/02

**Individual Pricing Per Service**

Item	Description	Quantity Per Month	# of Months	UOM	Total Annual Quantity	Unit Cost Per Month	Annual Total	
MSW (Garbage)	Year 1	38,847	12	Months	466,164	\$ -	\$ -	
	Year 2	38,847	12	Months	466,164	\$ -	\$ -	
	Year 3	38,847	12	Months	466,164	\$ -	\$ -	
	Year 4	38,847	12	Months	466,164	\$ -	\$ -	
	Year 5	38,847	12	Months	466,164	\$ -	\$ -	
	Year 6	38,847	12	Months	466,164	\$ -	\$ -	
	Year 7	38,847	12	Months	466,164	\$ -	\$ -	
<b>Total:</b>							<b>\$</b>	<b>-</b>

Yard Waste	Year 1	38,847	12	Months	466,164	\$ -	\$ -	
	Year 2	38,847	12	Months	466,164	\$ -	\$ -	
	Year 3	38,847	12	Months	466,164	\$ -	\$ -	
	Year 4	38,847	12	Months	466,164	\$ -	\$ -	
	Year 5	38,847	12	Months	466,164	\$ -	\$ -	
	Year 6	38,847	12	Months	466,164	\$ -	\$ -	
	Year 7	38,847	12	Months	466,164	\$ -	\$ -	
<b>Total:</b>							<b>\$</b>	<b>-</b>

Recycling	Year 1	38,847	12	Months	466,164	\$ -	\$ -	
	Year 2	38,847	12	Months	466,164	\$ -	\$ -	
	Year 3	38,847	12	Months	466,164	\$ -	\$ -	
	Year 4	38,847	12	Months	466,164	\$ -	\$ -	
	Year 5	38,847	12	Months	466,164	\$ -	\$ -	
	Year 6	38,847	12	Months	466,164	\$ -	\$ -	
	Year 7	38,847	12	Months	466,164	\$ -	\$ -	
<b>Total:</b>							<b>\$</b>	<b>-</b>

Bulk	Year 1	38,369	12	Months	460,428	\$ 7.92	\$ 3,646,589.76	
	Year 2	38,369	12	Months	460,428	\$ 8.35	\$ 3,844,573.80	
	Year 3	38,369	12	Months	460,428	\$ 8.81	\$ 4,056,370.68	
	Year 4	38,369	12	Months	460,428	\$ 9.30	\$ 4,281,980.40	
	Year 5	38,369	12	Months	460,428	\$ 9.81	\$ 4,516,798.68	
	Year 6	38,369	12	Months	460,428	\$ 10.35	\$ 4,765,429.80	
	Year 7	38,369	12	Months	460,428	\$ 10.92	\$ 5,027,873.76	
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ 8.25	\$ 82,500.00	
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00	
Knuckleboom Loader w/ Debris Grapple	DISASTER SERVICES - Includes Equipment and Operator		1	Hr.		\$ 105.00	\$ 105.00	
<b>Total:</b>							<b>\$</b>	<b>30,302,221.88</b>

\* Price will be adjusted at same percent as Bulk services annually

Submitted by:

Firm/Company:	Eastern Waste Systems, Inc.
Authorized Representative:	Angelo Marzano
Title:	President / Director
Date:	9/7/2022

**All Services Combined**

All Services Cobined	Description	Quantity Per Month	# of Units	UOM	Total Annual Quantity	Unit Cost	Annual Total
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 1	38,847	12	Months	466,164		\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 2	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 3	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 4	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 5	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 6	38,847	12	Months	466,164	\$ -	\$ -
MSW (Garbage), Yard Waste, Recycling, Bulk	Year 7	38,847	12	Months	466,164	\$ -	\$ -
Bulk Additional Service	Per Cubic Yard Collected		10,000	CY		\$ -	\$ -
Bulk Code Compliance Service	Per Pick-up *		800	Pickup		\$ 100.00	\$ 80,000.00
Knuckleboom Loader w/ Debris Grapple	DISASTER SERVICES - Includes Equipment and Operator		1	Hr.		\$ -	\$ -

\* Price will be adjusted at same percent as Bulk services annually

**Total: \$ 80,000.00**

Submitted by:

Firm/Company: Eastern Waste Systems, Inc.  
 Authorized Representative: Angelo Marzano  
 Title: President/Director  
 Date: 9/7/2022

## Sale of Bulk Fleet - Peterson Lightning Grapple Loaders

Item	Description	Quantity	Offer
1	V10119	1	\$ 87,500.00
2	V10120	1	\$ 87,500.00
3	V10121	1	\$ 87,500.00
4	V10122	1	\$ 87,500.00
5	V10123	1	\$ 87,500.00
6	V10235	1	\$ 92,500.00
7	V10236	1	\$ 92,500.00
8	V10237	1	\$ 92,500.00
9	V10238	1	\$ 92,500.00
10	V10239	1	\$ 92,500.00
11	V10240	1	\$ 92,500.00
12	V10241	1	\$ 92,500.00
13	V10242	1	\$ 92,500.00
14	V10475	1	\$ 92,500.00
15	V7071	1	\$ 85,000.00
16	V7072	1	\$ 85,000.00
17	V7073	1	\$ 85,000.00
18	V7089	1	\$ 87,500.00
19	V7090	1	\$ 87,500.00
20	V7091	1	\$ 87,500.00
21	V7092	1	\$ 87,500.00

**Total Combined Offer    \$                    1,875,000.00**

Submitted by:

<b>Firm/Company:</b>	Eastern Waste Systems, Inc.
<b>Authorized Representative:</b>	Angelo Marzano
<b>Title:</b>	President/Director
<b>Date:</b>	9/7/2022

