

EASTERN WASTE SYSTEMS, INC.

Response to City of Cooper City

RFP #2023-2-PW "Solid Waste Removal

Services"

Contact: Angelo Marzano, President Director

Telephone: (954) 543-9800

Email: amarzano@easternwaste.com

Monday October 23, 2023, 3:00:00 PM EDT

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City of Cooper City, Florida

PROPOSAL FORMS

Solid Waste Removal Services

RFP 2023-2-PW

Proposal Due: Monday, October 23, 2023

For Information Contact:

The Purchasing Division Purchasing@cooperCity.gov

Release Date: Friday, September 29, 2023

Submitted by: Eastern Waste Systems, Inc. (Company name)

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ATTACHMENT A

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Project:

Solid Waste Removal Services

Contract Identification: Bids submitted to:

RFP 2023-2-PW Office of the City Clerk City of Cooper City

9090 SW 50 Place

Cooper City, Florida, 33328

- The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
- 2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
- 3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
 - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
 - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
 - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
 - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
- 4. Bid/Proposal Copies
 - ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) <u>BOUND</u> PHOTOCOPIES and FIVE (5) ELECTRONIC COPY (Flash Drives) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
- Addenda, Additional Information-Contact Purchasing Division
 Any addenda or answers to written questions supplied by the City to participating Proposers become part of this
 Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company
 representative dated and returned with the proposal Bid.

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No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City-Purchasing Division. Questions must be emailed to Purchasing@cooperCity.gov, who may respond in kind with copies to all Proposers. The deadline for submission of questions is Tuesday, October 17, 2023 at 3:00 PM (EST).

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

V	Proposal Form (Completed and Signed)
V	Transmittal Letter
V	Reference Form
V	Public Entity Crimes (PEC) Form
V	ADA Affidavit
V	Business Entity Affidavit
V	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
V	W-9, Request for Taxpayer Identification Number
V	Proof of Workers Compensation Insurance or Exemption
V	Proof of Liability Insurance
V	Ownership Disclosure Affidavit
V	Drug-Free Workplace Certificate
V	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
V.	E-Verify Form
V	City Facilities
V,	City Map(s)
V	Schedule(s)
V	Bond Form(s)

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TRANSMITTAL LETTER

I, Michael Marzano, a resident of Broward County in the State of
Florida , DO HEREBY CERTIFY that I am the Clerk/Secretary of
Eastern Waste Systems, Inc., a corporation duly organized and existing under and by
virtue of the laws of the State of Florida ; that I have custody of the records of the
corporation; and that as of the date of this certification, Angelo Marzano holds the title of
President Director of the corporation, and is authorized to execute and deliver in the name and on
behalf of the corporation the Proposal submitted by the corporation in response to the Request for
Proposals for Solid Waste Removal Services ("the RFP") issued by the City of Cooper City("the City") on Friday, September 29, 2023, as amended; and all documents, letters, certificates and other
instruments which have been executed by such officer on behalf of the corporation in connection
therewith.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the
corporation this 19th day of October , 2023.
(Affix Sea! Here)
Clerk/Secretary

Note:

- Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal.
- Proposers shall make appropriate conforming modifications to this Certificate in the vent that the signatory's address is outside of the United States.

C. Technical Proposal

Executive Summary

Eastern Waste Systems, Inc. (herein referred to as EWS) is submitting this response to RFP# 2023-2-PW Solid Waste Removal Services (the RFP). <u>EWS is proposing to perform the Bulk Waste Collection only</u> 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 past 7 years EWS performed and continues to provide weekly bulk collection services to the City of Cooper City and its residents working as a subcontractor for the current provider.

EWS is a Florida based corporation, locally headquartered at 1660 NW 19th Avenue in Pompano Beach, Florida. This location is nineteen 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 Cooper City. 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 Cooper City the most prompt and efficient collection services with the equipment exclusivity the City currently enjoys. EWS is committed to supplying the necessary equipment to perform bulk and yard waste collection from <u>day one</u> of the desired start date, and the fleet will meet all requirements including age of vehicles and video monitoring technology with GPS capabilities.

Proposer Team Identification, Qualifications and General Information

Team 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 liasion to the City. Angelo has over 20 years experience at the Executive Management level. Angelo is a graduate of Pennsylavia State University.

Financial Administration Manager and Treasurer- Michael C. Marzano (phone 954-543-9800, email mmarzano@easternwaste.com) will serve as Treasurer and Director for the project, overseeing all finanacial aspects of the project including accounting, data collection, 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 Pennsylavia State University.

Operations Manager- Operations Manager Gerald Walker (phone 954-583-9800, 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 Cooper City territory, Daniel Sementilli (phone 954-234-9794, dsementilli@easrternwaste.com is familiar with the City of Cooper City 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 subcontractor operations in the field including the City of Cooper City. Daniel has experience in both managing customer service, the Customer Call Center and the processes for 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 5.9 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 Samsara fleet video 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 also familiar with the City of Cooper City.

Eastern Waste Systems, Inc. is proposing to be awarded <u>ONLY</u> the bulk waste collection services under a separate award under the terms and conditions of RFP# 2023-2-PW. Founded in 2003, Eastern Waste Systems, Inc. is a Florida Corporation providing residential curbside bulk and yard waste collection for the last 20 years. EWS is solely located at 1660 NW 19th Ave. Pompano Beach, Florida 33069. The general telephone line is (954) 583-9800 and the general email address is <u>bulkservice@easternwaste.com</u>. The main fax line is (954) 580-0616. EWS maintains the web address <u>www.easternwaste.com</u> 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 80 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 forty (40) 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 Cooper City.

Experience and Technical Qualifications

EWS has continuously performed the residential bulk and yard waste collection in multiple South Florida municipalities over the last 20 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# 2023-2-PW. 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.

Relevant Project Experience

EWS has provided 7 years of continuous engagement in providing City of Cooper City with the bulk services as proscribed in the RFP, operating as a subcontractor for the current vendor. This experience offers a local knowledge of the City, its streetscapes and landmarks, and most importantly its residents. As your direct provider, EWS will enhance its services and ability to service the residents if the City through a direct line of communication and a dedication to all assets necessary to perform timely, safe collections.

In addition to providing bulk collection services to the City of Cooper City, 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 the Project References section of this response for confirmation.

All members of the EWS team proposed to serve the City under RFP# 2023-2-PW 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 20 years. Gerald Walker, our Operations Mananger was promoted internally and previously worked as an operator in multiple Broward County municipalities. Mr. Walker still maintians a Commerical Drivers Licesense and oversees daily activities and operations in the field. Daniel Sementilli, our dedicated supervisor in Cooper City, 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 maintining dedicated drivers consistently working in the City everyday to complete designated routes as scheduled.

Project 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.

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



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

Jay D. Schwartz VICE MAYOR DISTRICT 2 954-450-1030 ischwartz@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 adodge@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 Coastal Waste and Recycling.

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 3rd Avenue, 8kdg. B., Pompano Beach, Florida 33060 Phone: 954.786.5516 | Emall: Russelli.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 Trapani

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 3rd Avenue, Suite 1400

City/State/Zip: Fort Lauderdale, FL 33301

Contact Name: Melissa Doyle Title: Program Manager, Solid Waste and Recycling

E-Mail Address: mdoyle@fortlauderdale.gov

Telephone: 954-828-6111 Fax: 954-828-5439

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 Fort Lauderdale, Florida as a subcontractor under Waste Management.

Nature of the firm's responsibility on the project: Monthly collection and disposal of bulk and yard waste at a quantity of up to 10 cubic yards from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and 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.

Project duration: 1 year to current

Size of project: 38,369 units

Work for which staff was responsible: Monthly collection and disposal of bulk and yard waste at a quantity of up to 10 cubic yards from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY and 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: Subcontractor Agreement with Waste Management

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

Contractor's Equipment and Facilities

Eastern Waste Systems, Inc. headquartered and operationally based at 1660 NW 19th Ave. Pompano Beach, Florida 33069. The 5.5 acre EWS facility features a multiple bay maintenance shop, a welding shop, a training facility, operational and customer services center, and the Corporate offices. 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 20 miles from the City.



EWS owns and regularly maintains the following list, equipment, vehicles, and personnel available to perform under the terms and conditions of RFP# 2023-2-PW 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 Cooper City.

A complete tour of our facility during operating hours is always available upon request.

Current Equipment: Please find the following asset list of equipment available for bulk waste collection:

Truck #:	Year:	Make/Model:	GVW:	Truck #:	Year:	Make/Model:	GVW:
97	2023	RAM 5500		624	2022	MD7 42R	33,00
401	2016	Freightlinr M2106	33,000	625	2022	MD7 42R	33,00
402	2016	Freightliner Chassis	33,000	626	2022	MD7 42R	33,00
504	2006	Peterbilt 335	66,000	627	2022	MD7 42R	33,00
507	2018	Mack GU533	66,000	628	2022	MD7 42R	33,00
508	2017	Freightliner M2-106	37,600	629	2022	MD7 42R	33,00
509	2017	Freightliner M2-106	37,600	630	2020	Mack 64BR-MHD	54,00
510	2017	Freightliner M2-106	37,600	631	2021	Mack GR42F	33,00
511	2017	Freightliner M2-106	37,600	632	2020	Mack GR64B	66,00
512	2017	Freightliner M2-106	37,600	633	2020	Mack GR64B9	54,90
513	2018	Freightliner M2-106	37,600	634	2020	Mack GR42B9	33,00
514	2018	Freightliner M2-106	37,600	635	2020	Mack GR42B9	33,00
515	2018	Freightliner M2-106	37,600	636	2020	Mack GR42B9	33,00
516	2018	Freightliner M2-106	37,600	637	2019	Mack GR64B9	33,50
517	2018	Freightliner M2-106	37,600	638	2019	Mack GR42F9	33.00
518	2018	Freightliner M2-106	37,600	639	2019	Mack GR42F9	33,00
519	2018	Freightliner M2-106	37,600	640	2020	Mack GR42F9	33,00
520	2018	Freightliner M2-106	37,600	641	2019	Mack	33.00
521	2018	Freightliner M2-106	37,600	642	2019	Mack	54,00
522	2016	Freightliner M2-106	37,600	643	2018	Mack GU533	66,00
523	2016	Freightliner M2-106	37,600	644	2017	Mack GU533	66,00
524	2016	Freightliner M2-106	37,600	645	2017	Mack GU533	66.00
525	2017	Freightliner M2-106	37,600	646	2017	Mack GU533	66,00
526	2017	Freightliner M2-106	37.600	647	2017	Mack GU532	33,00
527	2017	Freightliner M2-106	37,600	648	2017	Mack GU532	33,00
528	2017	Freightliner M2-106	37,600	649	2016	Freightliner M2106	33,00
601	2023	Mack GR64FT	69,999	651	2016	Freightliner Chassis	33,00
602	2024	Mack GR64FT	70,000	652	2016	Freightliner Chassis	33,00
603	2024	Mack GR64FT	70,000	656	2015	Peterbilt 337	33.00
604	2024	Mack GR64FR	70,000	657	2014	Peterbilt 337	33,00
605	2023	Mack MD7	33,000	658	2014	Freightliner M2106	33.00
606	2023	Mack MD7	33,000	659	2014	Freightliner M2106	33,00
607	2023	Mack MD7	33,000	660	2014	Peterbilt 337	33,00
608	2023	Mack MD7	33,000	661	2014	Peterbilt 337	33,00
609	2023	Mack MD7	33,000	679	2007	Peterbilt 335	33,00
610	2023	Mack MD7	33,000	680	2007	Peterbilt 335	33.00
611	2023	Mack MD7	33,000	689	2005	Freightliner M2	33.00
612	2023	Mack MD7 42R	33,000	694	2006	Freightliner M2	33,00
613	2023	Mack MD7 42R	33,000	502422	2022	Freightliner M2 106	33,00
614	2022	Mack MD7 42R	33,000	502522	2022	Mack MD7	33.00
615	2022	Mack MD7 42R	33,000	502622	2022	Mack MD7	33.00
616	2022	Mack MD7 42R	33,000	502722	2022	Mack MD7	33.00
617	2022	Mack MD7 42R	33,000	502922	2022	Mack MD7	33,00
618	2022	Mack MD7 42R	33,000	503022	2023	Freightliner M2 106	33,00
619	2022	Mack MD7 42R	33,000	503122	2023	Freightliner M2 106	33,00
620	2022	Mack MD7 42R	33,000	503323	2022	Mack MD7	33,00
621	2022	Mack MD7 42R	33,000	503923	2023	Freightliner M2 106	33,00
622	2022	MD7 42R	33,000	504023	2023	Freightliner M2 106	33,00
623	2022	MD7 42R	33,000				(5)

Contractor's Operational Plan

No other firm understands the scope of service and intent of RFP# 2023-2-PW better than EWS. For the past nineteen years, EWS performed as both a prime and subcontractor to collect 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 operating within 19 miles of the City, EWS management and staff have significant expertise in effectively managing debris collection and disposal. Over eighty (80) 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# 2023-2-PW. 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 80 vehicles operates 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 Cooper City the utmost customer service each day.

All EWS collection, supervisory and maintenance units are equipped with Samsara On Board camera/video technology. Samsara Refuse Collection Systems wrap all units in 360° of camera coverage to monitor vehicle and driver environment in real time.

samsara

Samsara On Board 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 allows 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.

trac EZ.

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.

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 customer's 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 its needs for the collection of bulk services like EWS.



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# 2023-2-PW for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is <u>not</u> proposing to collect MSW, Recycling and Yard Waste per section 3.3 of the RFP. <u>EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition.</u>

EWS is proposing to use 6 routes to collect up to 6 cubic yards of bulk waste monthly from all residential units, six days per week, on the current collection day per the current schedule.

Per the Terms and Conditions under Section 1.9.1 of the RFP, EWS is electing *not* to propose Option A.

Under Option B, EWS is proposing to use 3 routes to collect up to 10 cubic yards of bulk waste every other month from homes, five days of each week in the month, utilizing 20 zones.

Under Option C, EWS is proposing to use 4 to 5 routes to collect up to 15 cubic yards of bulk waste quarterly from homes, five days of each week in the service month utilizing 20 zones. The Collection Months for this service will be the last month of the quarter: March, June, September and December.

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. The proposed schedules for options A,B and C are merely suggested by EWS and subject to be amended by mutual consent with the City as allowed in the RFP. 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 Cooper City. 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.

EWS uses AT&T 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# 2023-2-PW. 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.



Contractor's Transition Plan

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# 2023-2-PW 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 V of the RFP. If the current bulk services provision per Section 1.9.1 of the RFP is selected, 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 resume the City's current operations at the City's current service levels without any interruption any of service. EWS currently provides the bulk collection services as a subcontractor for the current provider and maintains the necessary staff and equipment to perform these services seamlessly while meeting all terms and conditions of the RFP including fleet requirements. All equipment, labor and administrative staff are already in place and ready to begin service day 1 of the Agreement. EWS will participate in all residential notifications if a change in services is selected as part of the Award.

Demonstration of Financial Resources

Financial Capability: EWS possesses the necessary Financial stability to perform under the terms and conditions outlined in RFP# 2023-2-PW. 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# 2023-2-PW 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# 2023-2-PW 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 Cooper City staff, under strict confidentiality.

Litiagtion: 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.

(Page 5 of 6)

Bidder's Contact Information

Eastern Waste Systems, Inc. Name of Company: 1660 NW 19th Avenue Address: Pompano Beach, FL 33069 Corporation providing waste collection services Type of Business www.easternwaste.com Company's Website: Angelo Marzano **Authorized Signatory Contact: President Director** Title: Mobile: 954-214-1573 954-543-9800 Tel: amarzano@easternwaste.com Email Address (Required): Michael Marzano **Primary Contact:** Treasurer Director Title: Mobile: 954-931-3021 954-543-9800 Tel: mmarzano@easternwaste.com Email Address (Required): Damon Stinson, Contract Administrator Additional Contact & Title: Mobile: 754-204-4389 954-543-9800 Tel: dstinson@easternwaste.com Email Address (Required): 1660 NW 19th Ave. Pompano Beach, FL 33069 Remit to Address: Tel: 954-543-9800 Dana Grace Remit to Contact: dgrace@easternwaste.com Remit to Email:

Page 79 of 110

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET FOR Solid Waste Removal Services MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

- 1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
 2. Alternate proposals will not be considered unless authorized in the RFP document.

SWOTE to (or affirmed) and OCHUOCK 20/2 by: A	subscribed before me this 19 day of
DANA GRACE MY COMMISSION # HH 218848 (REFFER Alasky) 2028	Manus of Notary Types, Printed, or Stamped
Personally Known Type of identification Produ	OR Produced Identification

ATTACHMENT B REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.

1.	ENTITY/COMPANY NAME:	City of Pembroke Pines			
	ADDRESS:	8300 South Palm Drive Pembroke Pines, FL 33025			
	CONTACT NAME & TITTLE:	Rose Colombo, Administrative Supervisor			
	TELEPHONE:	954-518-9060			
	E-MAIL (REQUIRED):	rcolombo@ppines.com			
	CONTRACT PERIOD:	FROM: 9 yearsTO: Current			
2.	ENTITY/COMPANY NAME:	City of Pompano Beach			
	ADDRESS:	100 West Atlantic Boulevard Pompano Beach, FL 33060			
	CONTACT NAME & TITTLE: TELEPHONE:	Russell Ketchem, Solid Waste Manager			
		954-786-4030			
	E-MAIL (REQUIRED):	russell.ketchem@copbfl.com			
	CONTRACT PERIOD:	FROM: 15 years TO: Current			
3.	ENTITY/COMPANY NAME:	City of Miami Beach			
	ADDRESS:	140 MacArthur Causeway Miami Beach, FL 33139			
	CONTACT NAME & TITTLE:	Brad Kaine, Sanitation Director			
	TELEPHONE:	305-234-4262			
	E-MAIL (REQUIRED):	bradfordkaine@miamibeachfl.gov			
	CONTRACT PERIOD:	FROM: 5 years TO: Current			

This page shall be completed IN FULL and submitted with your bid/proposal.

ATTACHMENT C (Page 1 of 2)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

astern Waste Systems, Inc. (print name of entity submitting swom statement) business address is: 1660 NW 19th Ave. Pompano Beach, FL 33069
business address is: 1660 NW 19th Ave. Pompano Beach, FL 3306
15 11.2 % Endouble Supplementary (FEIN) in 16-1678370
applicable) its Federal Employer Identification Number (FEIN) is: 16-1678370

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

ATTACHMENT C

(Page 2 of 2) directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE: 1	FLORIDA
COUNTY:	BRUNARD
Sworn to (or a	ffirmed) and subscribed before me this 19 day of 2023 by: Angelo Marzano
	ANA GRACE O Person making statement
319° 🚜 3.3	MISSION # HH 218846 Signature of Notary Public - State of Florida
EXPIR	ES: Marca 9, 2020 CML
**************************************	WILL DRUCK
	Name of Notary Typed, Printed, or Stamped
Personally Kno	own OR Produced identification
Type of Identif	fication Produced
	0= =
_	£ 16770
Sign	nature

ATTACHMENT D

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA by: Angelo Marzano (print individual's name and title) for: Eastern Waste Systems, Inc. (print name of entity submitting sworn statement) whose business address is: 1660 NW 19th Ave. Pompano Beach, FL 33069 and (if applicable) its Federal Employer Identification Number (FEIN) is: 16-1678370 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: I, being duly first sworn state: That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631. Signature STATE: COUNTY: Sworn to (or affirmed) and subscribed before me this 19 day of at zu a, by **DANA GRACE** MY COMMISSION # HH 218846 EXPIRES: March 9, 2026 ture of Notan Bublic - State of Florida ana Name of Natary Typed, Printed, or Stamped Produced Identification Personally Known Type of Identification Produced

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Angelo Marzano		, being first duly sworn st	tate:
The full legal name and business address of the City of Cooper City ("City") are (Post Office address)			usiness with the
16-1678370			
Federal Employer Identification Number (FEIN)	(If none, Social S	Security Number)	
Eastern Waste Systems, Inc.			
Name of Entity, Individual, Partners or Corporati	on		
Doing Business As (If same as above, leave bla	nk)		
1660 NW 19th Ave. Pompano Bead	ch, FL 33069		
Street Address	City	State	
Florida 7/21/2003			
State and Date of Incorporation:			
O OD		10/19/2	3
Signature of Affiant		Date	
Ancelo Marzano		Date 6 119 83	3
Print Name		Date	
T :		TD 4	
STATE	FLOR	uned	

NOT APPLICABLE

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM	
DEPARTMENT OF STATE CORPORATE CHARTER NO	

reason(s)	for th	ne exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance egistration or exemptions. 607.1501 Authority of foreign corporation to transact business required.	
(foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.	
+		the following activities, among others, do not constitute transacting business within the meaning of subsection one 1):	
	(a)		
	(b)	Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs. The list of activities of subsection	
	(c)	Maintaining bank accounts.	
	(d)		
	(e)	Selling through independent contractors.	
	(f)	Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders	
	(g)	Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.	
	(h)	Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.	
	(i)	Transacting business in interstate commerce.	
	(j)	Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.	
	(k)	Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.	
	(I) (m)	unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.	
+		this section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.	
Please ch	eck o	one of the following if your firm in <u>NOT</u> a corporation:	
	(I) (II)	Partnership, Joint Venture, Estate or Trust Sole Proprieties of Self Employed	
		eet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be reporation and subject to all requirements listed herein.	
SIGNATU	RE O	FAUTHORIZED AGENT OF PROPOSER PROPOSER'S LEGAL NAME	in c

Page 86 of 110

ATTACHMENT G

(Rev. October 2018) Department of the Treasury

Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

:	1 Name (as snown on your income tax return). Name is required on this line; do not leave this line blank.				
	Eastern Waste Systems, Inc.				
on page 3.	2 Business name/disregarded entity name, if different from above				
	Eastern Waste Systems, Inc.				
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
ons	single-member LLC	Exempt payee code (if any)			
ti Ç	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	ship) ▶			
Print or type. Specific instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)			
eci.	Other (see instructions)		(Applies to accounts maintained outside the U.S.)		
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	and address (optional)		
See	1660 NW 19th Avenue				
0)	6 City, state, and ZIP code				
	Pompano Beach, Florida 33069				
	7 List account number(s) here (optional)				
Par	Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo	oid Social sec	curity number		
	p withholding. For individuals, this is generally your social security number (SSN). However, for	ora 📉			
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	.	- -		
TIN, la		OF			
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name a	and Employer	identification number		
Numb	er To Give the Requester for guidelines on whose number to enter.				
		1 6 -	- 1 6 7 8 3 7 0		
Par	t II Certification				
	penalties of perjury, I certify that:				
	number shown on this form is my correct taxpayer identification number (or I am waiting for a	number to be iss	sued to me); and		
Ser	2. 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				
3. I an	n a U.S. citizen or other U.S. person (defined below); and				
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.			
you ha	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you ave failed to report all interest and dividends on your tax return. For real estate transactions, item 2 sition or abandonment of secured property, cancellation of debt, contributions to an individual retire than interest and dividends, you are not required to sign the certification, but you must provide you	does not apply. For	or mortgage interest paid, t (IRA), and generally, payments		
Sign Here	- Ingilization of	Pate > lo lo	1 33		
Gai	• Form 1099-DIV (div	ridends, includina	those from stocks or mutual		

General Instructions

Section references are to the Internal Revenue Code Inless otherwise

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.

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)

- 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.

Attachment H

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing Form DWC 250, Notice of Election to Be Exempt. This form can be found at http://fldfs.com/WC/forms.html.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- 1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are
 not required to have workers' compensation insurance as per the requirements as outlined above, you must
 complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to
 us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.faia.com, www.faia.com, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Risk Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to lnsurance@cooperCity.gov.

ATTACHMENT I OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address Ownership	
Angelo Marzano	1660 NW 19th Ave. Pompano Beach, FL 33069	33%
Michael Marzano	1660 NW 19th Ave. Pompano Beach, FL 33069	33 %
Dominick Marzano	1660 NW 19th Ave. Pompano Beach, FL 33069	33 %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Damon Stinson, Contract Administrator	1660 NW 19th Ave. Pompano Beach, FL 33069
	·

Signature of Affiant

Auglo Was Zaws

Print Name

Lo 19 53

STATE: FLORIDA BROWARD

Sworn to (or affirmed) and subscribed before me this 19 day of OCTONER, 2013 by: Angle to Marzano

Name of person making statement

DANA GRACE MY COMMISSION # HH 218848 NOBARES REAL 9, 2026 Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known

OR Produced Identification

Type of Identification Produced

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Eastern Waste System	Statute 287.087, hereby certify that, (print or type name of firm) ns, Inc.
of a controlled substance is prohibited against violations of such prohibition. 2. Informs employees about the dangers working environment, and available drepenalties that may be imposed upon etcopy of the statement specified above. 3. Gives each employee engaged in provecopy of the statement specified above. 4. Notifies the employees that as a condict bid or proposal, the employee will abide of, pleas of guilty or noto contendere to State of Florida or the United States, for such conviction, and requires employe. 5. Imposes a sanction on, or requires to program, if such is available in the employee workplace program.	riding commodities or contractual services that are under bid or proposal,
Date 19 88	STATE: FLORIDA BROWALD Sworn to (or affirmed) and subscribed before me this 9 day of OCHOPCE 2023 by: Anglio Marzano Notice of person making statement DANA GRACE MY COMMISSION # HH 218846 Produce of Notary Public - State of Florida (NOTEMPRISSPAND) 9, 2028 MY COMMISSION # HH 218846 Produced Identification Personally Known OR Produced Identification
	Type of Identification Produced

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ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Angelo Marzano of	Eastern waste Systems, inc.	, attest that all personnel used in			
(Print Name)	(Company Name)				
	the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.				
Signature of Affiant Angelo Ma Print Name Date	rano				
Date	STATE: FLORIDA COUNTY: BROW ORD				
	Sworn to (or affirmed) and subscribe Octoper 2023 by: AMLLO	od before me this $\frac{19}{MQLLAO}$ day of person making statement			
	NOT APPENSION 9, 2026	of Notary Public - State of Florida Of GRACE otary Typed Printed or Stamped			
	Personally Known OR Pr	oduced Identification			
	Type of Identification Produced				

ATTACHMENT L

Scrutinized Companies Affidavit CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_{I,} Angelo Marzano	on behalf of, Eastern Waste Systems, Inc.
Print Name and Title	Company Name
certify that Eastern Waste Systems, Inc.	does not:
Company Name	

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector

STATE: FLORIDA
COUNTY: Board of
Sworn to (or affirmed) and subscribed before me this 19 day of
County 2003 by: Annual 2003 by:

Eastga Waste Cystome Inc.

COMPANYNAME Larrano Pres.

PRIMPNAME & TILLE

DANA GRACE
MY COMMISSION # HH 218846
EXPIRES: March 9, 2026

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ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

1.	A. I am the President Director	of Eastern Waste Systems, Inc.	with a
	[Insert Title]	[Insert Company Name]	
a.	local office in Pompano Beach, FL	and principal office in Pompano Beach, FL	

- 2. The entity hereby submits a proposal/offer in response to RFP 2023-2-PW, SOLID WASTE REMOVAL SERVICES.
- 3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- 4. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- 5. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- 6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- 7. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- 8. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- 9. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- 10. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

STATE: BRUN ORD COUNTY: Sworn to (or affirmed) and subscribed before me this OCHONEL, 2013 by: PMOLTO MARLAN DANA GRACE MY COMMISSION # HH 218848 (NOTARY SEAL) Personally Known **Produced Identification** Type of Identification Produced Page 93 of 1

ATTACHMENT N (Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES TO BE RETURNED WITH PROPOSAL

Project Name:

Solid Waste Removal Services

Project No.:

2023-2-PW

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

- 2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 - a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and 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 with the City of Cooper City; and
 - c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

ATTACHMENT N (Page 2 of 2)

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Eastern Waste Systems, Inc.
Authorized Signature:
Print Name: Audo Marraero
Title
President Director
Date: 10/19/2023
Phone:
954-543-9800

STATE: ELORIDA COUNTY: BROWARD
 Sworn to (or affirmed) and subscribed before me this 19 day of 10 10 10 2013 by: Anglo Marzano.
DANA GRACE MY COMMISSION # HH 218848 (NESTIGER MOVEM, 2028 DANA GRACE MY COMMISSION # HH 218848 ON COMMISSION # HH 218848 ON COMMISSION # HH 218848 Name of Notary Typed, Printed, or Stamped
Personally Known OR Produced Identification Type of Identification Produced

Insurance, Addenda Acknowledgement, and Supplemental Documentation

					_		Date
		CERTIFICATE	OF LIAB	<u> </u>	SURANCE		10/16/2023
Proc	Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691		rights upon t	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.			
(727) 938-5562			Insurers Affording Cove	erage	NAIC #		
Inci		South East Personnel Leasing, I	Inc. & Subsidiar	insurer A:	Lion Insurance Company		11075
THISC		2739 U.S. Highway 19 N.	inc. & Subsidian	Insurer B:			
		Holiday, FL 34691		Insurer C:			
				Insurer D:	<u>-</u>		
				Insurer E:			
The pol	pect to wh	surance listed below have been issued to the insured nich this certificate may be issued or may pertain, the have been reduced by paid claims.	named above for the polici insurance afforded by the	ry period indicated. Not policies described here	withstanding any requirement, in is subject to all the terms, ex	term or condition of any contract or o acclusions, and conditions of such police	ther document ies. Aggregate
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
TÎ		GENERAL LIABILITY				Each Occurrence	s
		Commercial General Liability Claims Made Occur				Damage to rented premises (EA occurrence)	\$
					1	Med Exp	s
		⊢				Personal Adv Injury	5
		General aggregate limit applies per:			1	General Aggregate	s
		Policy Project LOC			1	Products - Comp/Op Agg	\$
\dashv		AUTOHODII E LIADII ITV				Combined Single Limit	
		AUTOMOBILE LIABILITY			1	(EA Accident)	s
		Any Auto			1	Bodily Injury	
- 1		All Owned Autos Scheduled Autos			1	(Per Person)	\$
- 1		Hired Autos			1	Bodity Injury	
		Non-Owned Autos			1	(Per Accident)	\$
		н				Property Damage	
				_	1	(Per Accident)	s
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		Occur Claims Made	1			Aggregate	
		Deductible					
А		rs Compensation and yers' Liability	WC 71949	01/01/2023	01/01/2024	X WC Statu- tory Limits OTH- ER	
- 1		prietor/partner/executive officer/member				E.L. Each Accident	\$1,000,000
		d? NO				E.L. Disease - Ea Employee	\$1,000,000
	If Yes, d	escribe under special provisions below.				E.L. Disease - Policy Limits	\$1,000,000
	Other		Lion Insuran	ce Company is A	A.M. Best Company r	ated A (Excellent). AMB	# 12616
Desc	riptions	s of Operations/Locations/Vehicles/Ex				Client ID:	
		applies to active employee(s) of South East Pe				Client Company":	
				Vaste Systems, Inc			
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 emailing a request to certificates@lioninsurancecompany.com							
	Project Name: RFP 2023-2-PW						
WAIV	WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF COOPER CITY, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS. ISSUE 10-16-23 (PH)						
CEP	TIEICATE	HOLDER		CANCELLATION		Begin Date	: 12/28/2015
VER		Y OF COOPER CITY		Should any of the abo	ve described policies be cance	elled before the expiration date thereo the certificate holder named to the le	f, the issuing
		90 SW 50TH PL				nd upon the insurer, its agents or repre	

COOPER CITY, FL 33328

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CITY OF COOPER CITY

9090 SW 50TH PL COOPER CITY, FL 33328

ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: South East Personnel Leasing, Inc. Insurance Company: Lion Insurance Co.

Policy #: WC 71949

Effective: 01/01/2023 - 01/01/2024 Client: Eastern Waste Systems, Inc.

WC 00 03 13 (Ed. 4-84) Countersigned by:

© 1983 National Council on Compensation Insurance.

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.

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	
Blanket	Florida	
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
 - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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.

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	
All persons or organizations where written contract with the Named Insured requires completed operations coverage. This form does not apply to your work on "residential property".	Trash Hauler	
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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- 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.

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: MIW-BUR21C027-066

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.

Named Insured: Royal Flush, LLC & Eastern Waste Systems, Inc.

Endorsement Effective Date: 01/18/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

Any entity with whom you have a written agreement requiring that entity to be named additional insured

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: Royal Flush, LLC & Eastern Waste Systems, Inc.

Endorsement Effective Date: 01/18/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any entity for whom the insured is operating under a written contract when such contract requires a waiver of subrogation

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
 - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
 - Such "insured" is a Named Insured under such other insurance; and
 - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



Addendum #1 - CLARIFICATIONS

(Issued Friday, October 13, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: Is C&D exclusive to this contract?

Answer 1: Yes, it is exclusive.

Question 2. Section 3.19, "Contractor Performance Reviews," can we receive details on the outline, methods, and metrics that will be used to evaluate the contractor's performance?

Answer 2: Please see Section 3.19.

Question 3: What is the projected growth for the city in terms of:

- Single-family homes
- Multi-family buildings
- Commercial developments

Answer 3: Anticipated development in Cooper City is not expected to see substantial growth in the foreseeable future.

Question 4: Is the hauler required to replace all existing carts with new carts at the start of the contract?

Answer 4: No.

Question 5: Can city provide current residential rates?

Answer 5: The current residential rate per single family unit charged by current provider is \$33.81, including disposal.

Question 6: Can city provide a past utility bill showing the current residential rate?

Answer 6: No.

Question 7: Under Section 5.6.11 Education Services, the section references the ability of the City to award a separate contract for bulk Services. Will the City accept a proposal in response to the RFP for the collection of bulk and yard waste ONLY as referenced in the aforementioned section, so long as all other provisions required in the RFP are satisfied?

Answer 7: 1.9.1 Award of Contract

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City. City will consider awarding Residential Bulk Services to separate proposer. Should the City award a separate contract for Bulk Services, the Contractor awarded the remaining Residential, Commercial and Rolloff Services shall be considered the Primary Contractor.

Question 8: How many pricing forms need to be submitted and should they all be in sealed envelope?

Answer 8: THE PRICING SHEET MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE MARKED "SEALED PRICING SHEET FOR "RFP 2023-2-PW ,Solid Waste Removal Services". Please include a sealed pricing form for each submittal.

Question 9: Does every proposal hard copy and digital copy require a sealed cost envelope?

Answer 9: See above response.

Question 10: Is there a bid bond form?

Answer 10: See attachment T (Bond Form(s)).

Question 11: Referencing 5.3 Definitions, Section 5.3.1.6. Would landscaper-generated bulk fall within the guidelines given by this clause?

Answer 11: Any yard waste materials generated from a property, and placed to the curb, are eligible for service as long as it is within the CY (cubic yard) limitation.

Question 12: Is the contractor required to provide all new carts at commencement of the contract. If so, who retains ownership of the carts at its conclusion?

Answer 12: Please refer to section 5.6.2.

Question 13: Please confirm annual bond form will be allowed to be used based on the language in the RFP the bond where it does reference annual form is allowed with annual documentation (continuation certificate) OR if the bond form included in the RFP will just be written for one-year?

Answer 13: Please refer to Section 4.4 Bonds

Question 14: Is the City going to offer a virtual option to attend this mornings pre-bid meeting for the above referenced bid. If so, please provide the link.

Answer 14: Pre-bid meeting has passed.

Question 15: Given the concerns over long-term cost stability and the aim for accurate adjustments reflective of economic changes, would the City of Cooper consider adopting a standard CPI table using Series Id: CUSR0000SEHG02 as a basis for pricing adjustments, rather than maintaining a fixed pricing mechanism?

Answer 15: No.

Question 16: Pg 18 3.30.3 Considering the significant capital investment required for the execution of this contract, would the City of Cooper be open to revisiting and potentially removing the 'Termination for Convenience' clause to ensure stability and financial assurance for both parties involved?

Answer 16: No.

Question 17: page 7 - 1.9.7 Will the City Consider a mutual consent clause AND negotiated terms?

Answer 17: No.

Question 18: Page 8 P-Card, will the City Consider an ACH form of payment? If not, pricing will need to cover our fees.

Answer 18: Please refer to Section 1.10.

Question 19: Pg 13. Scope of service Given the substantial financial investment involved, estimated in millions of dollars, and recognizing that most, if not all, industry leaders would hesitate to participate if they lacked confidence in their ability to perform, would the City of Cooper consider eliminating Section 3.17, the Service Test Period?

Answer 19: No

Question 20: Pg. 7 sect 1.9.3 please clarify the city's intent on this section?

Answer 20: Section 1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

Question 21: Pg. 14 Can the City Clarify the intent on pg. 14, regarding the non-excusive clause?

Answer 21: Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

Question 22: What is the Current residential collection per unit rate without any disposal cost or franchise fee cost?

Answer 22: \$23.57

Question 23: Pg 10. Estimated Quantities, Is the Cities Intent to have Bulk Services awarded separately, recycling separately? Solid waste Separately?

Answer 23: See response to Question 7.

Question 24: Pg 13. Are contractor performance reviews conducted monthly, quarterly, or annually? Alternatively, is the aim to evaluate performance primarily for a potential renewal option after the 7-year period?

Answer 24: Likely perform the initial review in the first 6 months, and annually thereafter.

Question 25: Pg 14 please clarify 3.22 Non-exclusive? Please clarify this section.

Answer 25: See response to Question 21.

Question 26: Pg 34 Will the city Consider providing the house count monthly?

Answer 26: No.

Question 27: Pg.66 Damage to Property Will the City consider adding provisions to ensure that a company cannot be held responsible for damages or neglect that they did not directly cause?

Answer 27: Please provide language for the city to consider.

Question 28: Pg. 66 admin charges, Does the City maintain historical records of the administrative charges levied?

Answer 28: No.

Question 29: Pg 66 Based on Section 5.15, which suggests administrative charges for mixing yard waste with MSW, can infer that the City mandates the use of dedicated vehicles exclusively for the collection of yard waste carts. Is this the case?

Answer 29: No.

Question 30: Section 5.18 indicates that the franchise fee and the 3% admin cost should not be added as line items on the City's invoice but should instead be addressed with a separate check. However, there appears to be an inconsistency in the subsequent examples. To clarify, does the City prefer a distinct check specifically for these fees?

Answer 30: Yes.

Question 31: Section 1.9.7 mentions a 180-day extension at the existing rates, whereas Section 5.20 post-contractual obligations hint at a duration not exceeding 12 months. This suggests that the city could potentially secure a full year of services without revisiting the rate discussions. Could the City please provide clarity and ensure consistency regarding the maximum duration for which services can be extended at the agreed-upon rates?

Answer 31: Section 5.20 POST CONTRACTUAL OBLIGATIONS has been revised:

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 12 months until the City establishes a new contract for services.

To the following information:

Section 5.20 POST CONTRACTUAL OBLIGATIONS

In the event of a termination, for any reason, or the expiration of the Renewal Term or any subsequent term, the Contractor shall continue to coordinate and work with the City during any transition to a subsequent vendor and ensure that there is no interruption in the services provided by the Original Agreement and any subsequent amendments, at the current rates, on a month-to-month basis not to exceed 180 days until the City establishes a new contract for services.

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further	
acknowledges that this page MUST be signed and returned with its Bid, along with any revised Bid Forms, if applicable.	
additional good that the page that the	

Acknowledged by:
Print Name:

010

Company:
Date:

10/19/23



Addendum #2 - CLARIFICATIONS

(Issued Friday, October 20, 2023)

RFP 2023-2-PW, Solid Waste Removal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

Question 1: I am working on the Solid Waste Removal Services RFP and noticed that there are Performance Bond Forms but not Proposal or Bid Bond Forms? Are there any bid bond forms?

Answer 1: Please note that while the City does not provide a specific bid bond form, proposers may obtain a bid bond form from their respective surety providers. Section 4.4.2 outlines the bid bond requirements and any necessary information regarding bid bond submission.

Question 2: Section 3.21 – Would the City agree to add the following language: "Provided, however, the Proposer has no obligation to indemnify the City for its own negligent or wrongful conduct."

Answer 2: No.

Question 3: Section 3.23 - Would the City agree to add pandemics and storms to the list of Force Majeure events?

Answer 3: No.

Question 4: Would the City agree to make any termination for convenience rights in the agreement mutual as to both parties?

Answer 4: No.

Question 5: Section 3.35(d) - Would the City add "upon request of the City" before "shall be delivered"?

Answer 5: No.

Question 6: Section 5.5.7 - Would the City change "may" to "shall" be eligible for additional compensation?

Answer 6: No.

Question 7: Article 3.1 Draft Agreement - Can "of both parties" be added after "consent and agreement"?

Answer 7: Specimen Agreement, Article 3.1 has been revised:

ARTICLE 3 TERM AND TERMINATION

TERM AND TERMINATION 3.1 The term of this Agreement shall be for seven (7) years, commencing on and terminating on This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement.
To the following information: 3.1 The term of this Agreement shall be for seven (7) years, commencing on and terminating on This Agreement may be renewed for up to one (1) additional seven (7) year terms, subject to the written consent and agreement of both parties.
Question 8: Article 10.1.4 of Draft Agreement – Can "and upon request of City" be added after "Upon completion of the contract"?
Answer 8: Please revisit Article 10.1.4 in the Specimen Agreement, more particularly the second sentence.
Question 9: Article 7.1.4 of Draft Agreement – Please confirm this section can be removed as Professional liability insurance is not applicable and not required.
Answer 9: Specimen Agreement, Article 7.1.4 has been revised:
7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
To the following information: 7.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

Question 10: Would the City consider amending provision 3.30.3 to read "at least one hundred and eighty (180) days prior to the effective date of such cancellation."

Answer 10: Section Article 3.30.3 has been revised:

3.30.3 Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

To the following information:

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least ninety (90) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received

good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

Question 11: Regarding section 5.7.1.j on page 52, can the City confirm if submitting a monthly report would be an acceptable alternative for meeting the requirements instead of the mandated 5-business-day service change communication window?

Answer 11: Please refer to Section 5.7.1(J).

Question 12: In reference to section 5.7.1.m on page 53, is the City open to removing the bolded text (from 'Regulation by Cooper City' to 'Contractor's rates')? If not, would the City permit the contractor to disseminate this information to customers via email or an additional page separate from the terms of the agreement?

Answer 12: No, "Regulation by Cooper City" will not be removed. Yes, the City will permit the contractor to disseminate this information electronically, via email or as an additional page added to the agreement.

Question 13: In the past 12 months, City Facilities have generated 55 pulls with 395 tons. Does the City anticipate this volume to remain consistent in the coming years?

Answer 13: Please refer to Section 3.5 Estimated Quantities.

Question 14: Can the City confirm the facility where the recycling materials are required to be delivered?

Answer 14: Cooper City has a Recycables Processing Agreement with WM that directs volumes to 2380 College Avenue in Davie. WM has the right to direct materials to any of its 3 facilities in Broward County including Reuters Pembroke Pines and it's Sun facility in Deerfield Beach. See excerpt below:

5. SERVICE:

Customer shall have the option to deliver Recyclables, at Customer's expense, to 2380 College Avenue Davie FL ("Facility") during the Facilities operating hours, Monday through Saturday, excluding holidays specified by the Facility. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility. Company retains the right to direct deliveries to one of the Company's other facilities in Broward County for operational reasons in its sole discretion.

Question 15: Can the City confirm whether the price to be entered on the Cost Proposal Sheet for the residential rate should be the monthly rate per home, INCLUDING Franchise and Administrative Fees?

Answer 15: Yes.

Question 16: On the Cost Proposal Sheet, can the City confirm whether the 'Monthly Collection Fee Rate' for Commercial Waste in a 96-gallon container pertains to a service provided once per week? If not, could the City specify the figure that should be entered in the 'Monthly Collection Fee' field?

Answer 16: Yes.

Question 17: Is it the City's intent to change how the hauler is compensated for collection service of the 641 multifamily units currently serviced by frontload from a per-yard rate to a curbside residential per-unit rate?

Answer 17: Yes.

Question 18: Can the City clarify how the hauler will be compensated for the disposal of waste from the 641 multifamily units

currently serviced by front-load containers, given that the curbside per unit residential rate excludes disposal fees?

Answer 18: Hauler should include any and all costs related to this service in their residential per-unit collection rate.

Question 19: Section 1.9.1 AWARD OF CONTRACT

Is the proposer required to submit pricing for all options regarding the bulk services in order to be responsible and responsive?

Answer 19: No, please refer to Section 1.9.1(1).

Acknowledgment of Addendum #2

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:

Print Name:

Company:

Date:

EASTER WASE

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Eastern Waste Systems, Inc. 1660 Northwest 19th Avenue Pompano Beach, FL 33069

OWNER:

(Name, legal status and address) City of Cooper, FL 9090 Southwest 50th Place Cooper City, FL 33328

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company

800 Gessner, Suite 600 Houston, TX 77024

Mailing Address for Notices

same as above

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.

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

Solid Waste Removal Services RFP 2023-2-PW

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 turnished 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 scaled this

23rd

day of

October, 2023

Eastern Waste Systems, Inc.

Great Midwest Insurance Company

(Surety)

(Seal)

Kevin Wojtowicz, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Woitowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000,00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this

23rd October 2023

CORPORATE SEAL

Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ATTACHMENT A

(Page 6 of 6)

COST PROPOSAL SHEET FOR

Solid Waste Removal Services MUST BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE

Notes: 1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern. 2. Alternate proposals will not be considered unless authorized in the RFP document.
1. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern. 2. Alternate proposals will not be considered unless authorized in the RFP document. Cyster Waste Systems, The Augelo Marrano, PD Augelo Marrano, PD
COUNTY: FROM RC
Sworn to (or affirmed) and subscribed before me this 19 day of OCHUCK 2013 by: Angelo Mar Zano.
DANA GRACE MY COMMISSION # HH 218848 (REPIRECHASCIN) 2026 DANA GRACE MY COMMISSION # HH 218848 ON COLOR ON COLO
Personally Known OR Produced Identification Type of Identification Produced

Annual costs will be calculated by [Monthly costs x total units x 12 months] NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)
Residential Garbage								
(Price Per Unit, Per						NO DID	NO DID	NO BID
Month)	10919	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	טופ טוו
Residential Recycling								
(Price Per Unit, Per								
Month)	10919	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)
Bulk Serviced 1x Month up to 6cy (Price Per Unit, Per Month)	10919	\$ 3.56	\$ 3.74	\$ 3.93	\$ 4.13	\$ 4.33	\$ 4.55	\$ 4.78
OPTION A Bulk Serviced 1x Month up to 6cy- MONDAY SERVICE ONLY (Price Per Unit, Per Month)	10919	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

OPTION B															
Bulk Serviced Every					1								1		
Other Month up to 10cy															
(Price Per Unit, Per					-										
Month)	10919	\$	3,63	\$	3.81	\$	4.00	\$	4.20	\$	4.41	\$	4.63	\$	4.87
OPTION C									1						
Bulk Serviced Quarterly															
(4x Annually) up to 15cy															
(Price Per Unit, Per					!					١.				_	5.50
Month)	10919	\$	4.13	\$	4.33	\$	4.55	\$	4.78	\$	5.02	\$	5.27	\$	5.53
Additional Bulk Service															
at Customer's Expense															
(Price Per cubic yard)	1000	\$	15.00	\$	15.75	\$	16.54	\$	17.36	\$	18.23	\$	19.14	\$	20.10
(Fince Fer cubic yard)	2300	Ť	20100	Ť		Ť		Ť		Ť					
Emergency Bulk Service															
(Hourly Rate includes										1					
Truck and Driver)	1	\$	150.00	\$	157.50	\$	165.38	\$	173.64	\$	182.33	\$	191.44	\$	201.01

Annual costs will be calculated by [Monthly costs x total units x 12 months] NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP

NOTE ON BULK PICKUP SERVICE. P		Commercial Cart- Year 1
	Unit Count	Monthly Collection Fee
Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	1	NO BID
Extra Service (Upon Request) Per Dump	1	Extra Service Collection Fee (Per Dump)
Ancillary Services		NO BID
		Fee per Service per Month
Rollout/Rollback		No Charge
Cart Delivery, Removal, Exchange or Repair		No Charge

	Commerc	ial Mechanical Container (Non-Compac
	Unit Count (In Cubic Yards) *	Monthly Collection Fee (Per Cubic Yard)
Monthly Rate for Collection of Commercial Waste with Mechanical Containers (other than Compactors and Rolloff Containers)	10145	NO BID

		Extra Service Collection Fee (Per Cubic Yard)
Extra Service (Upon Request) Per	80	NO BID
Ancillary Services		
		Fee per Service per Month +
Rollout Fee/Rollback +	91	NO BID
		Fee per Container Equipped per Month
Locking Mechanism	24	NO BID
		Fee per Container Equipped per Month
Castors	40	NO BID
		Overage Fee per Cubic Yard
Overflowing Container- Overage Fee	100	NO BID
Mechanical Container Delivery, Repair, Exchange or Removal	No Charge	No Charge

^{*} Actual Cubic Yards/Month based on current service schedule

⁺ Monthly rate calculated using 4.33 weeks per month

	C	ommercial Compacting Container- Y
	Unit Count (In Cubic Yards) *	Per Cubic Yard (Collection)
Monthly Rate for Collection of Commercial Waste in <u>Compactors</u> (Not Rolloff Compactors- generally 8cy or less)	113	
		Extra Service Collection Fee (Per Cubic Yard)
Extra Service (Upon Request) Per Cubic Yard <u>Compactors</u>	9	

DOCUMENT

Monthly Disposal Fee	Total per Month (Per Cart, Per Service Day)		Monthly Collection Fee YEAR 2
NO BID	NO BID	Monthly Rate for Collection of Commercial Waste in 96-gallon Contractor-Provided Cart	NO BID
Extra Service Disposal Fee (Per Dump)	Total Fee for Extra Service Collection (Per Dump)	Extra Service (Upon Request) Per Dump	Extra Service Collection Fee (Per Dump) YEAR 2
NO BID	NO BID	Ancillary Services	
110 010			Fee per Service per Month YEAR 2
		Rollout/Rollback	No Charge
		Cart Delivery, Removal, Exchange or Repair	No Charge

ion) Year 1			
Monthly Disposal Fee (Per Cubic Yard)	Total Monthly Fee per Cubic Yard		Monthly Collection Fee (Pe Cubic Yard) Year 2
10.07		Monthly Rate for Collection of	
		Commercial Waste with	
		Mechanical Containers (other	
		than Compactors and Rolloff	
NO BID	NO BID	Containers)	NO BID

tal Fee for Extra Service Collection (Per Cubic Yard)		Extra Service Collection Fee (Per Cubic Yard) Year 2
NO BID	Extra Service (Upon Request) Per Cubic Yard	NO BID
	Ancillary Services	
		Fee per Service per Month Year 2 +
	Rollout Fee/Rollback +	NO BID
		Fee per Container Equipped per Month Yea 2
	Locking Mechanism	NO BID
		Fee per Container Equipped per Month Yea 2
	Castors	NO BID
		Overage Fee per Cubic Yar Year 2
	Overflowing Container- Overage	NO BID
	(Per Cubic Yard)	(Per Cubic Yard) Extra Service (Upon Request) Per Cubic Yard Ancillary Services Rollout Fee/Rollback + Locking Mechanism Castors

Repair, Exchange or Removal

No Charge

	Total per Cubic Yard		Monthly Collection Fee (Per Cubic Yard) Year 2
Per Cubic Yard (Disposal)		Monthly Rate for Collection of Commercial Waste in Compactors (Not Rolloff Compactors-generally 8cy or less)	
Extra Service Disposal Fee (Per Cubic Yard)	Total Fee for Extra Service Collection (Per Cubic Yard)	Extra Service (Upon Request) Per	Extra Service Collection Fee (Per Cubic Yard) Year 2

Commercial Cart Years 2-7

CON	Illiercial Cart Tears 2-7			
Monthly Collection Fee	Monthly Collection Fee	Monthly Collection Fee	Monthly Collection Fee	Monthly Collection Fee
YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7

| NO BID |
|---|---|---|---|---|
| Extra Service Collection
Fee (Per Dump) YEAR 3 | Extra Service Collection Fee
(Per Dump) YEAR 4 | Extra Service Collection
Fee (Per Dump) YEAR 5 | Extra Service Collection
Fee (Per Dump) YEAR 6 | Extra Service Collection
Fee (Per Dump) YEAR 7 |
| Fee per Service per
Month YEAR 3 | Fee per Service per Month
YEAR 4 | Fee per Service per
Month YEAR 5 | Fee per Service per
Month YEAR 6 | Fee per Service per Month
YEAR 7 |
| No Charge |
| No Charge |

Commercial Mechanic	al Container (Non-Compacti	on) Years 2-7		
Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
NO BID				

Extra Service Collection Fee (Per Cubic Yard) Year 3	Extra Service Collection Fee (Per Cubic Yard) Year 4	Extra Service Collection Fee (Per Cubic Yard) Year 5	Extra Service Collection Fee (Per Cubic Yard) Year 6	Extra Service Collection Fee (Per Cubic Yard) Year 7
NO BID	NO BID	NO BID	NO BID	NO BID
Fee per Service per Month Year 3 +	Fee per Service per Month Year 4 +	Fee per Service per Month Year 5 +	Fee per Service per Month Year 6 +	Fee per Service per Month Year 7 +
NO BID	NO BID	NO BID	NO BID	NO BID
Fee per Container	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
NO BID	NO BID	NO BID	NO BID	NO BID
Fee per Container	Fee per Container Equipped per Month Year 4	Fee per Container Equipped per Month Year 5	Fee per Container Equipped per Month Year 6	Fee per Container Equipped per Month Year 7
NO BID	NO BID	NO BID	NO BID	NO BID
Overage Fee per Cubic Yard Year 3	Overage Fee per Cubic Yard Year 4	Overage Fee per Cubic Yard Year 5	Overage Fee per Cubic Yard Year 6	Overage Fee per Cubic Yard Year 7
NO BID	NO BID	NO BID	NO BID	NO BID
No Charge	No Charge	No Charge	No Charge	No Charge

Commercial (Compacting Container Years	2-7		
Monthly Collection Fee (Per Cubic Yard) Year 3	Monthly Collection Fee (Per Cubic Yard) Year 4	Monthly Collection Fee (Per Cubic Yard) Year 5	Monthly Collection Fee (Per Cubic Yard) Year 6	Monthly Collection Fee (Per Cubic Yard) Year 7
Extra Service Collection		Extra Service Collection	Extra Service Collection	Extra Service Collection
ee (Per Cubic Yard) Year	Extra Service Collection Fee (Per Cubic Yard) Year 4	Fee (Per Cubic Yard) Year 5	Fee (Per Cubic Yard) Year 6	Fee (Per Cubic Yard) Yea i 7

Annual costs will be calculated by [Monthly costs x total units x 12 months] NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Rolloff	Open Top (Non-Compaction)- Ye	ar 1	
	Per Service Haul Fee Year 1	Monthly Maintenance Fee Year 1	Per Service Haul Fee Year 2
Any Sized Open-Top Rolloff (Disposal Charged Based on Actual Disposal Cost)	NO BID	NO BID	NO BID
Ancillary Services			
	Fee Per Action Year 1	Fee Per Action Year 2	Fee Per Action Year 3
Relocation Fee (No Dump)	NO BID	NO BID	NO BID
Delivery Fee	No Charge		

Rolloff Compa	ctor- Year 1		
	Per Service Haul Fee Year 1	Per Service Haul Fee Year 2	Per Service Haul Fee Year 3
Any Sized Rolloff Compactor			
(Disposal Charged Based on Actual Disposal Cost)	NO BID	NO BID	NO BID

Rolloff Open Top (Non-Compaction) Years 2-7

Monthly Maintenance Fee	Per Service Haul Fee Year 3	Monthly Maintenance Fee Year 3	Per Service Haul Fee Year 4	Monthly Maintenance Fee Year 4
NO BID	NO BID	NO BID	NO BID	NO BID

Fee Per Action Year 4	Fee Per Action Year 5	Fee Per Action Year 6	Fee Per Action Year 7
NO BID	NO BID	NO BID	NO BID

Years 2-7		
Per Service Haul Fee Year 5	Per Service Haul Fee Year 6	Per Service Haul Fee Year 7
NO BID	NO BID	NO BID
	Years 2-7 Per Service Haul Fee Year 5 NO BID	Per Service Haul Fee Year 5 Per Service Haul Fee Year 6

Per Service Haul Fee Year 5	Monthly Maintenance Fee Per Service Ha Year 5 Fee Year 6		Monthly Maintenance Fee Year 6	Per Service Haul Fee Year 7	Monthly Maintenance Fee	
NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	

BEST-AND-FINAL OFFER

Annual costs will be calculated by [Monthly costs x total units x 12 months]

NOTE ON BULK PICKUP SERVICE: PROPOSERS SHOULD REVIEW SECTION 1.9.1 OF THE RFP DOCUMENT

Service Provided	Unit Count	Year 1 Unit Price (Per Month)	Year 2 Unit Price (Per Month)	Year 3 Unit Price (Per Month)	Year 4 Unit Price (Per Month)	Year 5 Unit Price (Per Month)	Year 6 Unit Price (Per Month)	Year 7 Unit Price (Per Month)	FIRST TERM TOTAL
Residential Garbage									
(Price Per Unit, Per									
Month)	10919	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	#VALUE!
Residential Recycling									
(Price Per Unit, Per									
Month)	10919	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	#VALUE!

		Yea	r 1	Year 2			Υ	rear 4	Υ	ear 5	Y	ear 6	Υe	ear 7	
		Unit I	Price	Unit Price	e Ye	ar 3 Unit	Un	nit Price	Un	it Price	Uni	t Price	Unit	t Price	FIRST
		(Pe	er	(Per	Ρ	rice (Per		(Per		(Per	(Per	(Per	TERM
Service Provided	Unit Count	Mor	nth)	Month)	ı	Month)	N	/lonth)	M	onth)	M	onth)	Mo	onth)	TOTAL
Bulk Serviced 1x Month															
up to 6cy (Price Per															
Unit, Per Month)	10919	\$	3.56	\$ 3.74	\$	3.93	\$	4.13	\$	4.33	\$	4.55	\$	4.78	3802433
OPTION A															
Bulk Serviced 1x Month															
up to 6cy- MONDAY															
SERVICE ONLY (Price Per															
Unit, Per Month)	10919	NO	BID	NO BID		NO BID	N	NO BID	N	O BID	N	O BID	NC	BID	NO BID

OPTION B										
Bulk Serviced Every										
Other Month up to 10cy										
(Price Per Unit, Per										
Month)	10919	\$ 3.33	\$ 3.49	\$ 3.67	\$ 3.85	\$	4.05	\$ 4.25	\$ 4.46	3550859
OPTION C										
Bulk Serviced Quarterly										
(4x Annually) up to 15cy										
(Price Per Unit, Per										
Month)	10919	\$ 3.15	\$ 3.30	\$ 3.47	\$ 3.64	\$	3.82	\$ 4.02	\$ 4.22	3356937
Additional Bulk Service										
at Customer's Expense										
(Price Per cubic yard)	1000	\$ 15.00	\$ 15.75	\$ 16.54	\$ 17.36	\$	18.23	\$ 19.14	\$ 20.10	1465440
Emergency Bulk Service										
(Hourly Rate includes										
Truck and Driver)	1	\$ 150.00	\$ 157.50	\$ 165.38	\$ 173.64	\$:	182.33	\$ 191.44	\$ 201.01	14655.6



EASTERN WASTE SYSTEMS, INC.

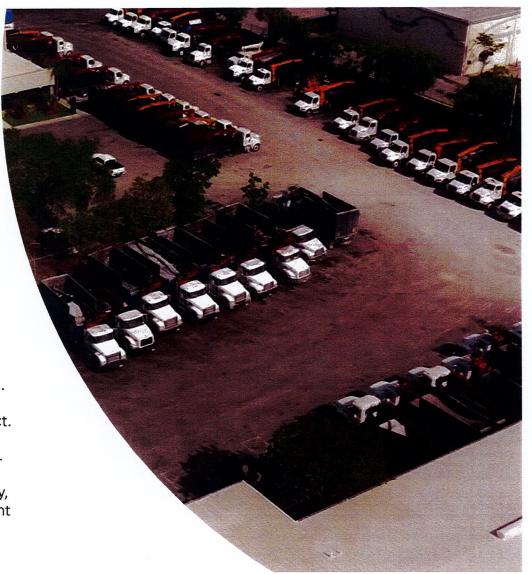
Presentation to the City of Cooper City Evaluation Committee

for RFP # 2023-2-PW "Solid Waste Removal Services"

> November 8, 2023 1:00 p.m. EST

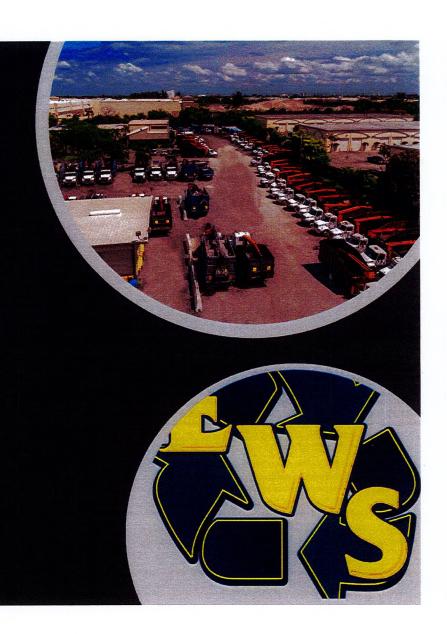
COMPANY OVERVIEW

- Founded in 2003, EWS provides waste collection services specializing in residential bulk, yard waste and storm/disaster generated debris.
- 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 **including** the City of Cooper City.
- EWS is headquartered at 1660 NW 19th Ave. in Pompano Beach. This location is centrally located within Broward County and will conveniently serve as the base for operations under this contract.
- The officers of the company are Angelo Marzano, PD; Michael C. Marzano TD; and Dominick Marzano, SD. Angelo and Dominick were raised in Cooper City and residents for 20-years. Financially, the company is sound and possesses all the necessary equipment and personnel to provide debris collection within the scope of services required by the City of Cooper City.



QUALIFICATIONS

- Since 2003, EWS has specialized in the Scope of Services outlined in the RFP. Over that time, EWS developed a niche collection service that meets the demands for bulk collection in the South Florida Market as evidenced by EWS being the subcontractor in Cooper City.
- Locally owned and operated, EWS <u>OWNS</u> a fleet of over 90 collection and supervisory vehicles, debris management equipment, and operational supplies all stored and maintained on-site at its corporate headquarters in Pompano Beach, Florida.
- Over eighty (80) full-time Commercially Licensed Drivers collect bulk and vegetative waste weekly from hundreds of thousands of homes in South Florida, including the City of Cooper City.
- EWS employees complete four to six weeks of training, both operational and safety related, before they can operate in the field.
- EWS is fully licensed to push, haul, collect, manage and dispose of emergency storm debris if necessary.
- ☐ The City of Pembroke Pines awarded EWS the bulk collection services in a separate award that started on January 1, 2022.





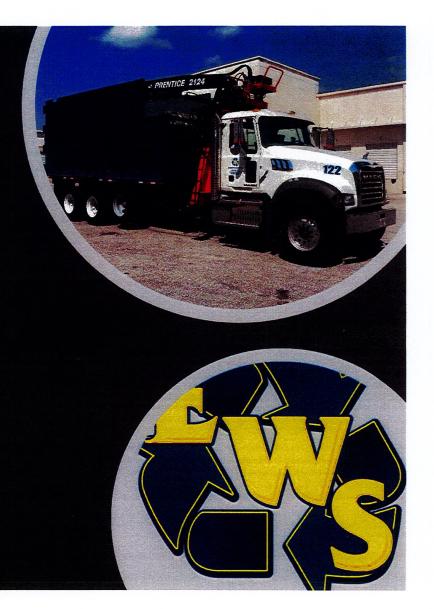


CUSTOMER SERVICE

- EWS has been collecting bulk and vegetative debris as a subcontractor in the City of Cooper City for over 7 years. No other proposer has more experience:
- Qualified, Experienced operators that know the City, its streetscapes and tree canopies.
- Our supervisor and employees have developed a rapport with the residents and their needs.
- Daniel Sementilli is our current, dedicated full-time Route Manager in the City of Cooper City and will maintain those dedicated responsibilities, his email and cell phone will be available to the City 24/7. Daniel will be supported by our Operations Manager, Gerald Walker.
- EWS makes an administrative staff available 6 days per week with live, local customer service representatives available from 8 am to 5 pm daily and on Saturday from 8 am to 2 pm. Our staff is fully equipped to handle any residents needs. Our local phone number is 954-543-9800, and electronic requests are handled by our email and TracEz customer service software all available at www.easternwaste.com. We will design a specific page for Cooper City and make links available for the City to incorporate on its own website.

COMPANY UNDERSTANDING OF THE CITY OF COOPER CITY

- Since 2015, EWS has performed bulk and yard waste collection as a subcontractor of Waste Management in the City of Cooper City, successfully working in tandem with the solid waste and recycling routes.
- Our Route Manager and Operations Manager have significant experience in both collecting and managing the bulk and yard waste collection routes within the City of Cooper City.
- EWS will supply the City with all the assets and employees needed to perform under the terms and conditions of RFP # 2023-2-PW. In the event of an emergency, all EWS assets dedicated to the City for regular bulk collection will be available for disaster debris collection.
- Every month EWS operates within the City performing residential bulk collection, and has vast experience in managing fluctuations in volumes, maneuvering challenging residential areas of the City, and much needed preparation required in advance of an emergency declaration.







FINANCIAL RESOURCES

- EWS maintains its financial disclosures in accordance with state statutes in solicitations where it is competing against its customers. No specific financial records were required in RFP 2023-2-PW.
- EWS is sound financially and will make any and all financial records available to the City upon request.
- EWS is fully bonded and guaranteed under the terms and conditions of RFP 2023-2-PW
- EWS meets all the financial requirements of RFP 2023-2-PW, including all terms and conditions of Section 3.16, Demonstration of Competency. EWS will gladly provide any information requested under Section 4.12 of the RFP.
- Please see the attached letter of Financial Stability provided by Anthony Viola, Senior Partner at KVLSM Certified Public Accountants and Advisors.



Michael D. Katz, CPA, ATA Managing Partner

Eliot H. Lebenhart, CPA

www.kvlsmcpa.com

November 6, 2023

Re: Eastern Waste Systems Inc.; City of Cooper City

Alexandra L. Starr, CPA Pariner

Anthony I. Viola, CPA Partner

Randy Sofferman, CPA

Robert J. Mauro, CPA

Kenneth Lipner, CPA

Jay Lipner, CPA

To Whom It May Concern:

I am the accountant (CPA) for Eastern Waste Systems Inc. ("EWS") and I have been since the company's inception existence in July, 2003

Based on my history of EWS, I can state that the company is a financially sound and a financially stable for-profit company. All vendor bills get paid on a regular basis, with no issues that would be considered a red financial flag, as it relates to the business of EWS.

Please let me know if you have any questions. Please feel free to email me at aviola@kvlsmcpa.com if you need any additional information.

Very truly yours,

Anthony J. Viola, CPA

Senior Partner

Truck #:	Easte Year:	Make/Model:	GW:	Truck #:	Year:	Make/Model:	GVW:
		111000000000000000000000000000000000000	GVVV.	624	2022		
97 401	2023	RAM 5500	22.000	625	2022	MD7 42R	33,00
	2016	Freightlinr M2106	33,000			MD7 42R	33,00
402	2016	Freightliner Chassis	33,000	626	2022	MD7 42R	33,0
504	2006	Peterbilt 335	66,000	627	2022	MD7 42R	33,0
507	2018	Mack GU533	66,000	628	2022	MD7 42R	33,0
508	2017	Freightliner M2-106	37,600	629	2022	MD7 42R	33,0
509	2017	Freightliner M2-106	37,600	630	2020	Mack 64BR-MHD	54,0
510	2017	Freightliner M2-106	37,600	631	2021	Mack GR42F	33,0
511	2017	Freightliner M2-106	37,600	632	2020	Mack GR64B	66,0
512	2017	Freightliner M2-106	37,600	633	2020	Mack GR6489	54,9
513	2018	Freightliner M2-106	37,600	634	2020	Mack GR42B9	33,0
514	2018	Freightliner M2-106	37,600	635	2020	Mack GR42B9	33,0
515	2018	Freightliner M2-106	37,600	636	2020	Mack GR42B9	33,0
516	2018	Freightliner M2-106	37,600	637	2019	Mack GR6489	33,5
517	2018	Freightliner M2-106	37,600	638	2019	Mack GR42F9	33,0
518	2018	Freightliner M2-106	37,600	639	2019	Mack GR42F9	33,0
519	2018	Freightliner M2-106	37,600	640	2020	Mack GR42F9	33,0
520	2018	Freightliner M2-106	37,600	641	2019	Mack	33,0
521	2018	Freightliner M2-106	37,600	642	2019	Mack	54,0
522	2016	Freightliner M2-106	37,600	643	2018	Mack GU533	66,0
523	2016	Freightliner M2-106	37,600	644	2017	Mack GU533	66,0
524	2016	Freightliner M2-106	37,600	645	2017	Mack GU533	66,0
525	2017	Freightliner M2-106	37,600	646	2017	Mack GU533	66,0
526	2017	Freightliner M2-106	37,600	647	2017	Mack GU532	33,0
527	2017	Freightliner M2-106	37,600	648	2017	Mack GU532	33,0
528	2017	Freightliner M2-106	37,600	649	2016	Freightliner M2106	33,0
601	2023	Mack GR64FT	69,999	651	2016	Freightliner Chassis	33,0
602	2024	Mack GR64FT	70,000	652	2016	Freightliner Chassis	33,0
603	2024	Mack GR64FT	70,000	656	2015	Peterbilt 337	33,0
604	2024	Mack GR64FR	70,000	657	2014	Peterbilt 337	33,0
605	2023	Mack MD7	33,000	658	2014	Freightliner M2106	33,0
606	2023	Mack MD7	33,000	659	2014	Freightliner M2106	33,0
607	2023	Mack MD7	33,000	660	2014	Peterbilt 337	33,0
608	2023	Mack MD7	33,000	661	2014	Peterbilt 337	33,0
609	2023	Mack MD7	33,000	679	2007	Peterbilt 335	33,0
610	2023	Mack MD7	33,000	680	2007	Peterbilt 335	33,0
611	2023	Mack MD7	33,000	689	2005	Freightliner M2	33,0
612	2023	Mack MD7 42R	33,000	694	2006	Freightliner M2	33,0
613	2023	Mack MD7 42R	33.000	502422	2022	Freightliner M2 106	33,0
614	2022	Mack MD7 42R	33,000	502522	2022	Mack MD7	33,0
615	2022	Mack MD7 42R	33,000	502622	2022	Mack MD7	33,0
616	2022	Mack MD7 42R	33.000	502722	2022	Mack MD7	33.0
617	2022	Mack MD7 42R	33,000	502922	2022	Mack MD7	33,0
618	2022	Mack MD7 42R	33,000	503022	2023	Freightliner M2 106	33,0
619	2022	Mack MD7 42R	33,000	503122	2023	Freightliner M2 106	33.0
620	2022	Mack MD7 42R	33,000	503323	2023	Mack MD7	33,0
621	2022	Mack MD7 42R	33,000	503923	2023	Freightliner M2 106	33,0
622	2022	MD7 42R	33,000	504023	2023	Freightliner M2 106	33.0
623	2022	MD7 42R	33,000	304023	2023	ragillate MZ 100	33,0

Equipment

- EWS MAINTAINS AMPLE BACKUP EQUIPMENT TO MANAGE BULK COLLECTION SERVICES. WHILE TRUCKS ARE DEDICATED FOR CERTAIN ROUTES, DUE TO MAINTENANCE AND VOLUME FLUCTUATIONS DIFFERENT UNITS MAY BE USED FROM TIME TO TIME. EWS MAINTAINS 40 TRUCKS THAT ARE LESS THAN THREE YEARS OLD AND HOLDS A LINE OF CREDIT WITH MACK TO PURCHASE NEW VEHICLES ANNUALLY

- ALL COLLECTION VEHICLES ARE EQUIPPED WITH SAMSARA GPS/VIDEO
MONITORING AND RECORDING EQUIPMENT FOR SAFETY AND SERVICE VERIFICATION

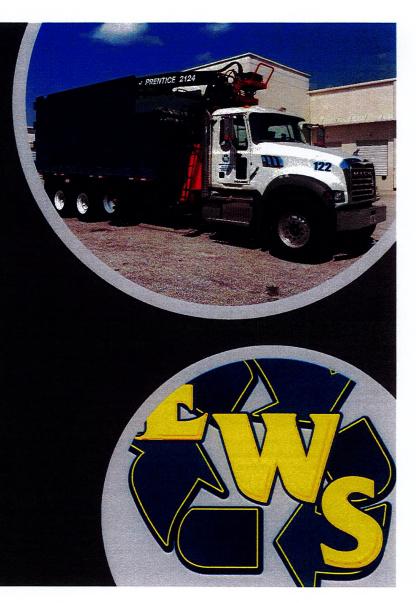
- EWS WILL UTILIZE TRACEZ CUSTOMER SERVICE SOFTWARE OPERATING DEVICES CONNECTED TO A 5G NETWORK FOR REAL TIME COMMUNICATIONS AND SERVICE INQUIRY RESOLUTION

samsara trac EZ.



EWS OPERATIONS PLAN

- EWS is committed to providing the City of Cooper City the ALL services requested, <u>including YARD WASTE</u> at the rates provided in the response from day one of the start date and will meet all terms and conditions. <u>Separate collection of yard waste would be an additional fee</u>.
- EWS elected to not bid Option A because it does not make sense to staff full-time routes to operate on one day per week.
- 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. The proposed schedules are merely suggested by EWS and subject to be amended by mutual consent as stated in the RFP.
- EWS' experience serving the City will not only allow for a seamless transition but will enable EWS to enhance its services by providing additional equipment on a consistent basis and establishing direct lines of communication with City staff.
- If called upon, EWS stands ready to perform Debris Management in the wake of an emergency debris management crisis. Upon City authorization, EWS will deploy all bulk collection vehicles necessary to start clearing debris within twenty-four (24) hours after the event.



Personnel

- 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# 2023-2-PW for the collection of Bulk Waste from all Residential Service Units on their regularly scheduled collection day. EWS is proposing to continue to provide the same bulk collection services under the current collection schedules to ensure a seamless transition. EWS will post hiring notices and give preference to any resident seeking employment.
- Under Option B, EWS is proposing to use 3 routes to collect up to 10 cubic yards of bulk waste every other month from homes, five days of each week in the month, utilizing 20 zones.





- EWS is proposing to use 6 routes to collect up to 6 cubic yards of bulk waste monthly from all residential units, six days per week, on the current collection day per the current schedule.
- Per the Terms and Conditions under Section 1.9.1 of the RFP, EWS is electing not to propose Option A.
- Under Option C, EWS is proposing to use 4 to 5 routes to collect up to 15 cubic yards of bulk waste quarterly from homes, five days of each week in the service month utilizing 20 zones. The Collection Months for this service will be the last month of the quarter: March, June, September and December.



IN REVIEW

- As a local Broward County vendor based in Pompano Beach, **EWS owns and maintains** the equipment necessary to provide bulk and yard waste collection faster, safer and more efficient than any other service provider.
- Under a direct award, EWS offers the best rate and will utilize all assets, employees, and local knowledge to deploy a fleet of experienced debris management professionals eager to serve the City of Cooper City every collection day.
- EWS will deploy dedicated resources to ensure all collection and management efforts meet the specifications of this RFP.



Ft. Lauderdale

November 9, 2023

Eastern Waste Systems, Inc 1600 NW 19th Avenue Pompano Beach, FL 33069

To Whom It May Concern:

Eastern Waste Systems, Inc has been a customer of Volvo Financial Services (VFS) since 2005. Their pay history with VFS has been perfect, never a late payment. Their high credit with VFS is five million with a current availability of two million.

Scott Stephens

Nextran Truck Centers Director of Finance







EASTERN WASTE SYSTEMS, INC.

Presentation to the City of Cooper City

for RFP # 2023-2-PW "Solid Waste Removal Services"

> December 4, 2023 4:00 p.m. EST

COMPANY OVERVIEW

- Founded in 2003, EWS provides waste collection services specializing in residential bulk, yard waste and storm/disaster generated debris.
- 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 **including** the City of Cooper City.
- EWS is headquartered at 1660 NW 19th Ave. in Pompano Beach. This location is centrally located within Broward County and will conveniently serve as the base for operations under this contract.
- Locally owned and operated, EWS owns a fleet of over 90 collection and supervisory vehicles, debris management equipment, and operational supplies all stored and maintained on-site at its corporate headquarters at 1660 NW 19th Ave. in Pompano Beach, Florida.



OUR TEAM

LEADERSHIP

- Angelo Marzano, President
- Michael Marzano, Treasurer
- Cary Salero, Controller

OPERATIONS

- Gerald Walker, Operations Manager
- Daniel Sementilli, Route Supervisor

ADMINISTRATION

- Hannah Truong, Customer Service
- Damon Stinson, Contract Administrator

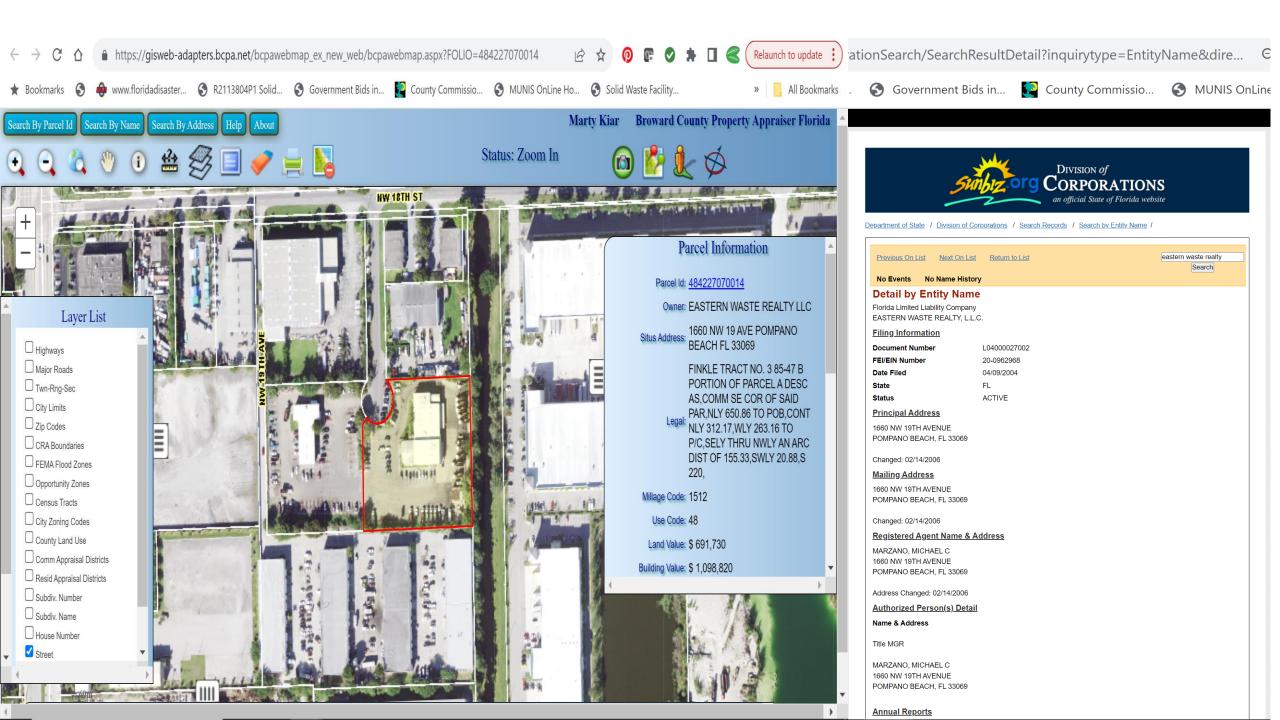


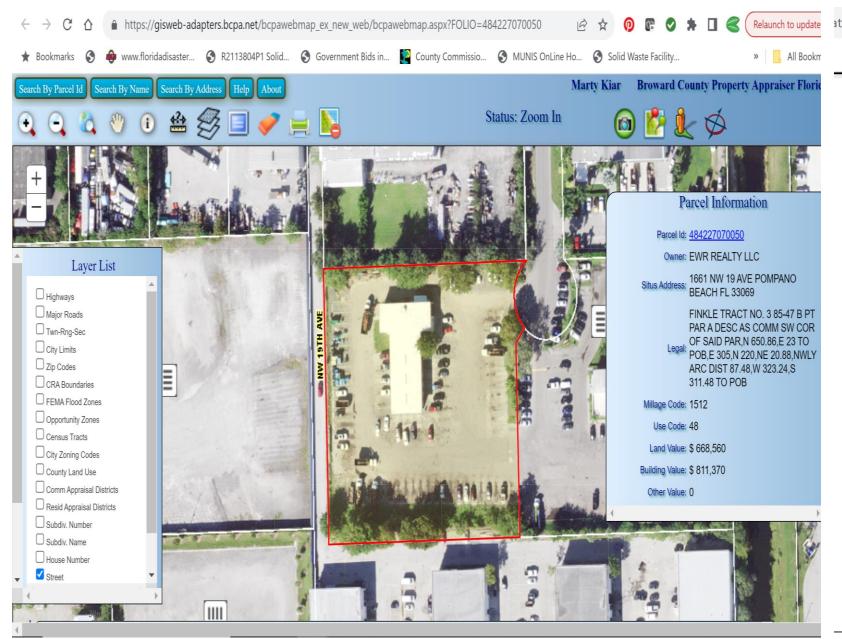






VALIDATION OF LOCAL OFFICE





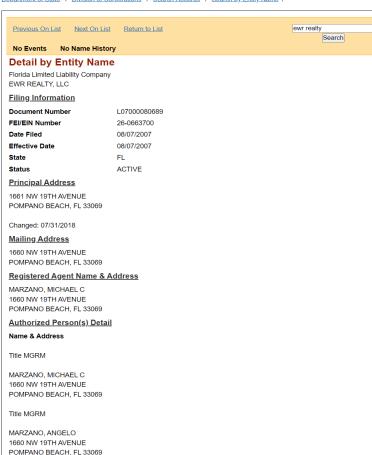
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COMPANY UNDERSTANDING OF THE CITY OF COOPER CITY

- Since 2015, EWS has performed bulk and yard waste collection as a subcontractor of Waste Management in the City of Cooper City, successfully working in tandem with the solid waste and recycling routes.
- Gerald and Daniel have significant experience in both collecting and managing the bulk and yard waste collection routes within the City of Cooper City.
- EWS will supply the City with all the assets and employees needed to perform under the terms and conditions of RFP # 2023-2-PW. In the event of an emergency, all EWS assets dedicated to the City for regular bulk collection will be available for disaster debris collection.
- Every month EWS operates within the City performing residential bulk collection, and has vast experience in managing fluctuations in volumes, maneuvering challenging residential areas of the City, and much needed preparation required in advance of an emergency declaration.









SAMSARA

- Monitoring and Recording Equipment for Safety and Service Verification
- LIVE GPS LOCATION AND TRACKING, VIDEO DOWNLOAD ON DEMAND
- **DEMONSTRATION**



684 684

CUSTOMER SERVICE

- EWS makes an administrative staff available 6 days per week with live, local customer service representatives available from 8 am to 5 pm daily and on Saturday from 8 am to 2 pm.
- Our staff is fully equipped to handle any residents needs. Our local phone number is 954-543-9800, and electronic requests are handled by our email and TracEz customer service software all available at www.easternwaste.com.
- We will design a specific page for Cooper City and make links available for the City to incorporate on its own website.
- Demonstration

Date	12345
Eastern Waste Sys	
bulkservice@eastern	
Your garbage-recycle-bulk or ya compliance with the service gu below. Please correct the checke to the service guidelines listed o or call EWS at 954-543-9800 ceasternwaste.com for more inform Customer Address:	ideline(s) as checked d issue(s) and adherd n your City's web site or email bulkservice@
WE WERE UNABLE TO PICK UPFOR THE FOLLOWING REASON Bulk/Yard waste was not at the	l:
waste out by 7 a.m. on your collect Pile contains illegal or prohibited or construction debris. Please rem	tion days. I material such as tire:
□ Bulk/Yard waste pile is over the limit of cubic yards per pick 543-9800 or email bulkservice@evaluate and receive an estimate bulk/yard waste.	allowable up. Call EWS at 954 Deasternwaste.com to
□ Bulk/Yard waste is unable to be is blocked.	serviced safely and/o
☐ Bulk/Yard waste contains items and cannot be collected. Please 9800 or email bulkservice@easter and receive an estimate to remove	call EWS at 954-543 nwaste.com to evaluate
NOTES:	
Customer Address:	12345

☐ Bulk/Yard waste was not at the curb

☐ Bulk/Yard waste unable to be serviced

□ Bulk/Yard waste over limit

Driver / Route:

☐ Bulk/Yard waste unacceptable

☐ Bulk/Yard waste pile contains prohibited material

MANAGING EXTRA SERVICES

- EWS will scout the service area in advance of the routes to identify and tag piles out of compliance. Pictures are also taken. The residents are informed via the tag how to resolve the compliance issue. Collectors also carry tags in case of issues along the route.
- All tags and pictures are transmitted to the City and our Administrative Staff.
- Residents can elect to resolve the issue themselves or contact us for assistance, including paying to remove oversized piles.
- Residents requesting to pay to have additional material removed are managed by either creating a request online, or we create the request for them (communicated via email) with their estimated costs and pictures for approval.
- Once written approval from the resident is received, the material is serviced.
- EWS records and submits to the City the name, address, date and time of request and service along with the amount for billing. EWS then bills the resident, deducts the franchise fees from the payment received and remits them to the City in accordance with the terms and conditions of the RFP.



ADDITIONAL INFORMATION