

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the **City of Pompano Beach** ("City") and **Eastern Waste Systems, Inc. (also known as EWS)**, a State of Florida Profit Corporation type ("Contractor").

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein; and

WHEREAS, City issued Request for Proposal (RFP) 25-034 for Bulk Removal Services on an as-needed basis and Eastern Waste Systems was selected as the highest ranked bidder. .

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work and Request For Proposal (RFP) 25-034 set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" and, ALL of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The City, on behalf of its Environmental Services Department, desires to contract with Contractor to provide Bulk Waste removal services on as-needed basis upon the terms and conditions set forth herein.

DEFINITIONS

For the purposes of this Agreement, the definitions contained shall apply unless otherwise specifically stated.

Agreement shall mean this contractual agreement between the City and the Contractor for the collection of Bulk Waste as described herein and the attached exhibits.

Applicable Law shall mean all applicable Federal and laws of the State of Florida, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Bulk Waste shall mean items in such a size and/or quantity that precludes or complicates the materials to be containerized for normal Solid Waste collection service. Bulk waste may include household goods such as appliances, furniture, mattresses, box springs, carpet, draperies, toilets, sinks, and bathtubs and other miscellaneous materials that are normally found in a residential household; as well as Yard Waste and other miscellaneous trash not previously defined that is of a household, noncommercial, and non-hazardous nature. Bulk Waste shall exclude Unacceptable Materials.

City shall refer to the City of Pompano Beach, Florida, or an authorized representative.

Collection Frequency shall mean the number of times collection service is provided.

Collection Services shall mean the provision of collect and transport Bulk Waste as specified by this Agreement to the Designated Facility for processing or disposal.

Commencement Date shall mean the date services pursuant to the Agreement shall commence.

Construction and Demolition (C&D) Debris as currently defined in Chapter 403, Florida Statutes, or as may be amended in the future, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. The term also includes:

- Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- Except as currently defined in Chapter 403, Florida Statutes, or as may be amended in the future, yard waste, wood scraps and wood pallets from sources other than construction or demolition projects;
- Scraps from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of C&D Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities;
- De Minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Contractor shall mean Eastern Waste Systems, Inc. (also known as EWS).

Contract Documents shall mean this Agreement and any attachments.

Day shall mean one calendar day.

De Minimis shall mean a pile and/or container that contains 10% or less by weight or volume of materials that are not allowed.

Department Director shall mean the City's Director of Environmental Services, or Designee.

Designated Facility refers to the facilities designated by the City where all materials collected pursuant to this Agreement shall be delivered.

Effective Date shall mean the date this Agreement has been executed by both the City and the Franchise Collector.

Hazardous Waste as currently defined in Chapter 403, Florida Statutes, or as may be amended in the future, shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed as a solid waste regulated by the State of Florida Department of Environmental Protection as a hazardous waste pursuant to Chapter 62-730, F.A.C. Hazardous Waste shall also mean, as defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, any substance designated pursuant to Section 311(b)(2)(A) of the Clean Water Act, any element designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act, solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity, any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262, and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act.

Person shall mean any or all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under laws of the state of Florida or any other state; any county of this state; and any government agency of this state or the Federal Government.

Residential Customer refers to residents residing in single-family, duplex, triplex, multifamily dwellings, trailers and mobile homes, or any other living unit where each structure is located on a separate lot or parcel of land.

Service Area shall mean the incorporated areas of the City, present and future.

Solid Waste as currently defined Chapter 403, Florida Statutes, as may be amended, including garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as currently defined in Chapter 403, Florida Statutes are not Solid Waste. For the purpose of this Agreement, Solid Waste shall not include Unacceptable Materials including, but not limited to: sludge, used oil, lead-acid batteries, ash residue, waste tires, biological, or hazardous wastes which require special handling.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a Short Ton.

Unacceptable Materials shall mean (a) Hazardous Waste, (b) lead-acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) treated or untreated biomedical waste, (i) biological waste, (j) appliances containing chlorofluorocarbons (CFC's), (k) machinery or parts, autos or boats, trailers, internal combustion engines or similar items or (m) items of waste that Contractor reasonably believes would likely pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Designated Facility or that are prohibited by Applicable Law.

Yard Waste shall mean all horticultural trimmings and all accumulations of grass, weeds, palm fronds, leaves, flowers, shrubs, vines, tree limbs, other similar accumulations incidental to yard keeping and any waste, substance, object, or material deemed yard trash as currently defined under Chapter 403, Florida Statutes, or as may be amended, or any applicable regulations promulgated thereunder.

3. *Scope of Work.* The Contractor will remove Bulk Waste material from primary transportation routes and public property at the City's request. The City may direct the Contractor to remove Bulk Waste materials located on private property when they create an immediate or continuing danger to public life, safety, and health. The City will establish and approve all areas where the Contractor will provide Bulk Waste removal services.

- a) The Contractor will respond to a Bulk Waste removal request from the City within twenty-four (24) hours of being contacted by the City.
- b) Contractor will provide bulk removal services as needed by deploying the assets necessary to perform the scope of services requested by the City utilizing as many collection vehicles in the fleet as needed to perform the services requested.
- c) The Contractor shall place compacted fill dirt in ruts or holes created by equipment during the removal of materials and in other impacted areas that pose a danger to the public.
- d) The Contractor will secure scale tickets for all disposal charges and present the paperwork to the City.
- e) The Contractor will accumulate the scale tickets, create the invoices, and email them to the City monthly or upon the City's request.
- f) Bulk Waste removal services will be on an as-needed basis. The Contractor will deliver materials to Monarch Hill, located at 2700 Wiles Road, Pompano Beach, and any other location(s) as directed by the City. The City will directly pay for applicable disposal and processing tip fees for bulk waste. The Contractor must provide the City with copies of disposal tickets with applicable invoices for Bulk Waste removal services.

4. *Effective and Commencement Date* of this Agreement shall be July 1, 2025; which is the date that this Agreement shall commence.

5. *Term.* This Agreement shall be a three (3) year contract with automatic renewal for an additional two (2) one-year terms upon mutual agreement of both parties. A notice of six (6) months must be given in writing if either party does not wish to renew this agreement.

6. *Price Formula, Payment and Invoices.*

A. *Price Formula.* Parties will agree prior to commencement of work as to which rate for collection (per cubic yard or hourly rate) will occur. If hourly rate is the agreed upon collection fee, the hourly rate will start upon Contractor vehicle arriving at City specified

location and will conclude upon time on scale or load ticket. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Bulk Waste removal services at a rate of eight dollars and fifty cents (\$8.50) per cubic yard; or Bulk Waste removal services at a rate of one hundred sixty-eight dollars (\$168.00) per hourly rate, as directed by City for each request for Bulk Waste removal, whichever method City determines to be more cost effective for each such request.

B. Annual Rate Adjustment. Beginning October 1, 2025 and each October 1st for the remaining term of the Agreement, the service rates shall be adjusted as follows:

The adjustment to the rate shall be calculated as the percent change in the average Consumer Price Index series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum adjustment in any year shall be 7.0%.

C. Invoices. Contractor shall submit invoices to City on a weekly basis or upon completion of requested services. Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

D. Payment. Within forty-five (45) days of receiving the invoice from Contractor, the City shall remit payment for services rendered. All payments by City shall be made after the work has been verified and completed.

In the event City has a claim against Contractor for work performed hereunder this Agreement which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be the Environmental Services Department, Contract Administrator

and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Angelo Marzano, President Director
1660 NW 19th Avenue
Pompano Beach, FL 33069
Office: (954) 543-9800
Email: amarzano@easternwaste.com

If to City: Russell S. Ketchem, Director
Environmental Services Department
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: (954) 545-7011
Email: Russell.Ketchem@copbfl.com

With a copy to: Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and thirty (30) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon thirty (30) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be

responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees, subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to

solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this 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

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, 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 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 Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

40. *FEMA Contract terms and requirements.* Contractor provides services that the City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the City for payments made to Contractor. Payment for verified and authorized work completed shall be made to the CONTRACTOR within 45 days

after the date on which a proper invoice (as defined in FS 218.72.1) is received by the CITY. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA

Requirements, the FEMA Requirements shall govern and prevail.

1. Contracts to received funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
2. In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.
3. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30-day period.
4. **Additional remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery pursuant to the terms and procedures set forth in the City Code.
5. **Termination for Convenience.** The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City.
6. **Compliance with State and Federal Reporting Requirements.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.
7. **Civil Rights.** (Applicable to all FEMA Contracts) The following requirements will apply to the Contract and any sub-contracts:

a. **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

b. **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

8. **No Obligation by the Federal Government** (Applicable to all FEMA Contracts)

a. Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. **Access to Records** (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV)

a. The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

d. The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix 11, K; 2 CFR s. 200.322)

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or (iii) at a reasonable price.

b. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms & Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

12. Compliance with Federal Law, Regulations, and Executive Orders (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only.

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. Immigration and Naturalization Act (Applicable to all FEMA contracts.)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§74A(e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

14. Fraud and False or Fraudulent or Related Acts (Applicable to all FEMA contracts.)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

15. Indemnity of Funding Entities. (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

16. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

17. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Contract, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor

to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

19. Materials and Supplies (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

20. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
21. **Certification Regarding Use of Contract Funds for Lobbying** (Byrd Anti-Lobbying (31 USC s.1352) – Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix 11) (1)
1. The Contractor certifies, by signing the Addendum, to the best of his/her knowledge and belief that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
22. **Contract Work Hours and Safety Standards Act** (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

23. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act-40 USC s. 3145)

In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- a. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made

available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.

b. The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision of Contractor to award contracts or subcontracts must be conditioned upon the acceptance of the wage determination.

Compliance with Copeland Anti-Kickback Act

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

24. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix 11, F)

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

25. Subcontracts (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this in all subcontracts.

26. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The Contractor, Eastern Waste Systems, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

27. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
28. The contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

29. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"Eastern Waste Systems, Inc.

Witnesses:

DAMON STINSON
(Print or Type Name)Hannah Truong
(Print or Type Name)By: 
Angelo Marzano, President/DirectorSTATE OF FloridaCOUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4 day of June, 2025, by Angelo Marzano as President Director of Eastern Waste Systems, Inc., a Florida corporation on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FloridaDana Grace
(Name of Acknowledger Typed, Printed or Stamped)HH218846
Commission Number

EXHIBIT – A



Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

**RFP25-034
Bulk Removal Services.**

**Non-Mandatory Prebidders Conference:
March 11, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting
For access, go to: <https://www.pompanobeachfl.gov/meetings>**

RFP OPENING: April 2, 2025, at 2:00 PM

**Virtual Zoom Meeting
For access, go to:
<https://www.pompanobeachfl.gov/meetings>**



February 27, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-034 -Bulk Removal Services.

The City of Pompano Beach (the "City") is interested in receiving proposals in response to this RFP Bulk Removal Services.

Proposers must be registered on the City's eBid System (IonWave) to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2—Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure that the Proposer's bid fully complies with all requirements.

Table of Contents

1. DEFINITIONS	4
2. SCHEDULE OF EVENTS	4
3. INTRODUCTION AND GENERAL INFORMATION	4
4. SCOPE OF WORK	5
5. SUBMITTAL INSTRUCTIONS	5
6. PROPOSAL REQUIREMENTS	7
7. EVALUATION AND AWARD	15
8. GENERAL CONDITIONS	18
9. ADDENDA	24
10. ATTACHMENTS AND EXHIBITS	24

1. DEFINITIONS

Definitions used in this RFP are as defined in Attachment G, Draft Bulk Removal Agreement.

2. SCHEDULE OF EVENTS

RFP NUMBER:	RFP25-034
RFP TITLE:	Bulk Removal Services.
RELEASE DATE:	February 27, 2025
DATE PUBLISHED IN SUN-SENTINEL	March 3, 2025
Non-Mandatory Prebidders Conference: VIRTUAL ZOOM MEETING	March 11, 2025
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	March 20, 2025
ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	March 25, 2025
RFP RESPONSES DUE DATE/TIME:	April 2, 2025
EVALUATION COMMITTEE MEETINGS	TBD
RECOMMENDATION FOR AWARD:	TBD
DIRECT ALL INQUIRIES TO:	https://pompanobeachfl.ionwave.net
E-PROPOSAL SUBMITTALS ONLY:	https://pompanobeachfl.ionwave.net
PROPOSAL VIRTUAL OPENING:	https://www.pompanobeachfl.gov/meetings

3. INTRODUCTION AND GENERAL INFORMATION

Project Background

The City's Environmental Services Department is seeking proposals for Bulk Removal Services and requesting pricing as outlined herein.

The City will enter into an Agreement with a vendor(s) to provide services described in this Request for Proposal (RFP) and draft Franchise Agreement provided in Attachment A. The Franchise Collector(s) will be responsible for completing the required services. Definitions used in this RFP are as defined in Attachment A, Draft Bulk Removal Agreement.

Non-Mandatory Prebidders Conference

The mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on **March 11, 2025, at 10:00 A.M. EST**. Attendance at the Pre-Submittal Meeting is non-mandatory. The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

Proposal Submittal Due Date

The City will receive sealed proposals by 2:00 p.m. (local) on or before **April 2, 2025** at 2:00 PM EST. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

Questions and Communication

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **March 20, 2025 at 5:00 PM ET** via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

4. SCOPE OF WORK

This solicitation aims to establish a contract to provide bulk removal services to the City if additional assets are needed in their daily activities. Under this contract, the qualified Contractor will remove bulky material for the City on an as-needed basis.

The contractor will remove bulky material from primary transportation routes and public property at the city's request. The City may direct the contractor to remove bulky materials located on private property when they create an immediate or continuing danger to public life, safety, and health. The City will establish and approve all areas where the Contractor will provide bulk removal services.

The contractor must be able to respond to a bulk removal request from the City within twenty-four (24) hours of being contacted by the City.

The contractor shall place compacted fill dirt in ruts or holes created by equipment during the removal of bulky materials and in other impacted areas that pose a danger to the public.

The contractor will charge the City based on the rates agreed in the pricing matrix. The contractor will secure scale tickets for all disposal charges and present the paperwork to the City. The contractor will accumulate the scale tickets, create the invoices, and email them to the City monthly or upon the City's request.

Tasks/Deliverables

Pompano Beach is located in Broward County, Florida, along the Atlantic Ocean north of Ft. Lauderdale. The City contains 24.0 square miles of land and had an estimated population of 113,619 in 2023.

The City desires to procure bulk removal services competitively on an as-needed basis.

The bulk removal contractor will deliver bulky waste to Monarch Hill, located at 2700 Wiles Road, Pompano Beach, and any other location(s) as directed by the City. The City will directly pay for applicable disposal and processing tip fees for bulk waste. The bulk contractor must provide the City with copies of disposal tickets with applicable invoices for bulk removal services.

Term of Contract

The term of this Agreement shall be a three (3) year contract with automatic renewal for an additional two (2) one-year terms upon mutual agreement of both parties. A notice of six (6) months must be given in writing if either party does not wish to renew this agreement.

5. SUBMITTAL INSTRUCTIONS

Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

Submission Format Requirements

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 2-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals not submitted according to the requirements established herein.

Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of environmental regulations in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations.

The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

6. PROPOSAL / MINIMUM ELIGIBILITY REQUIREMENTS

To maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

- **Title page:**
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.
- **Table of Contents:**
Include a clear identification of the material by section and by page.
- **Letter of Interest:**
Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's comprehension of the project and a positive commitment to provide the services described herein. In the letter, include:
 - complete corporate name of the primary firm responding and any partners of a joint venture
 - applicable Federal Tax Identification Number
 - address
 - telephone and fax numbers
 - name, title, and email of the person to contact regarding your submission
- **Understanding of the Scope of Work:**
Written understanding of the City's needs and how the Proposer's team intends to apply this information to benefit the City and the community.
- **Fees & Costs:**
Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for services provided based on the pricing matrix below:

	Description	Unit of Measure	Cost
a	Bulk Waste	per cubic yard	
b	Bulk Waste	per ton	

- **Qualifications and References**
Proposer shall clearly and succinctly demonstrate its experience providing the services requested in this RFP. This section of the proposal shall be no more than thirty (30) pages, not including any financial statements, and at a minimum, shall include the following:
 - a) Company Qualifications: (PERSONNEL CAN QUALIFY) Proposer shall demonstrate its qualifications and experience to perform the services specified herein.

Corporate Entity, or key members of its local management team, shall demonstrate that it has at least five (5) years of experience providing bulk removal services. Corporate Entity, or key members of its local management team, shall have experience providing similar services for a comparable-sized city. If key member qualifications are used, they must demonstrate direct member involvement in the services provided.

- b) Personnel Qualifications and Resumes: Proposer shall demonstrate its key personnel have at least five (5) years of experience providing the services similar to those requested herein. Provide key personnel that will be responsible for this project. Please limit resumes to one page each.
- c) Service Performance and References: Proposer shall provide two (2) references, preferably public sector customers, for which the Corporate Entity is or has provided services similar to those required herein. References for services provided in the state of Florida are preferred. Proposer shall provide any additional, relevant information to demonstrate the quality of its services in the space provided on the forms.
- d) Performance History: Proposer shall document its past performance history by describing all criminal actions against the Corporate Entity pertaining to bulk removal services during the last five (5) years. Proposer shall also document all civil actions, losses of the service contract, bid bond claims, performance bond claims, or liquidated damages related to bulk removal services involving one hundred thousand dollars (\$100,000) or more per contract year against the Proposer during the last five (5) years. Performance history may be limited to the state of Florida. However, if the Corporate Entity has no existing service history within the state of Florida, then nationwide performance history shall be submitted. Any omissions within this section may cause disqualification at the City's discretion.
- e) Financial Capability: Proposer shall document that the Corporate Entity has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the letter, the Proposer shall either indicate the entity providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If the financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.

To maintain the confidentiality of financial statements and comply with section 119.071 of Florida Statutes, any submitted financial statements must be uploaded to the Response Attachments tab in the eBid System as a separate file titled "Financial Statements" and marked "CONFIDENTIAL."

- **Technical Proposal**

The proposer shall clearly and succinctly describe how it will perform the services requested in this RFP, which is outlined more fully in the draft Bulk Removal Agreement provided as Attachment G. The City seeks proposals to maintain high customer service while maximizing recycling, efficiency, and cost-effectiveness. This section of the proposal shall be no more than twenty-five (25) pages and, at a minimum, shall include the following information:

- a) Bulk Removal Services: Proposer shall explain how it plans to provide Bulk Removal Services as described herein and in the draft Bulk Removal Agreement. At a minimum, Proposers shall describe the primary methods by which Bulk Waste will be collected, a list of the types (make and model) and number of vehicles that would be used to provide collection services, the number of collection staff, and how materials would be handled following collection.

Proposers shall note bulk removal vehicles must comply with requirements specified by Article 12.7 of the draft Bulk Removal Agreement, Attachment G. Where necessary to protect public health; the City shall have the authority to require frequent bulk removal services. Proposer shall have a process to ensure proper service levels per the City's request.

- b) Organization: The Proposer shall include a project organization chart indicating titles and the total number of personnel devoted to work resulting from this RFP. The proposer shall also identify any subcontractors it intends to employ and describe the specific job that each subcontractor would perform.
- c) Exceptions: Proposer shall describe any and all exceptions to the terms and conditions of Attachment G, Draft Bulk Removal Agreement. The material nature, number, and extent of variances taken will be counted against the Proposer when determining proposal responsiveness and in allocating proposal evaluation points.
- d) Value Added & Enhancements: Proposer shall indicate any item, service, or enhancements in this section. Proposers shall describe in detail how they plan to provide the enhancement and the value of such.

- **Local Business Program**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The required goal for this Solicitation is **15%** for Local vendors.

Suppose a Prime Contractor/Vendor cannot attain the contract's goal. In that case, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.

- b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

The awarded vendor/contractor must comply with all Tier 1 and Tier 2 guidelines and meet all requirements before contract execution.

- **Other Required Documentation**

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

- **Bid Bond**

The Proposal must be accompanied by a Bid Bond (Proposal Bond) issued on a form by a surety satisfactory to the City for 5% of the bid amount or in the form of a cashier's check issued to the City of Pompano Beach, Florida.

The Bid Bond of the Successful Proposer will be retained until such Proposer has executed an Agreement and furnished the required contract security (Performance and Payment bonds.) If the Successful Proposer fails to execute and deliver the Agreement and furnish the required contract security within twenty-one (21) calendar days after receipt of the contract documents from the City, the City may annul the contract award, and if this occurs, the Proposal Bond of that Proposer will be forfeited.

- **Insurance**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the CITY's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to CITY staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder shall, at their sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
 - (a) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - (b) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims-incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
___ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
Property damage, bodily injury and property damage combined.

XX comprehensive form XX
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and \$1,000,000 \$1,000,000
property damage combined

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims-made basis \$1,000,000 \$1,000,000

- (c) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of four (4) years unless terminated sooner by the applicable statute of limitations.
-

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims-made basis \$1,000,000 \$1,000,000
___ Network Security / Privacy Liability
___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-
related services and or products)
___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

3. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
- (a) Certificates of Insurance evidencing the required coverage;
 - (b) Names and addresses of companies providing coverage;

- (c) Effective and expiration dates of policies; and
 - (d) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
4. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
5. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

THIS SPACE IS BLANK INTENTIONALLY

7. EVALUATION AND AWARD

Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive

Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified firm(s). All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Bulk Removal Services Agreement.

Evaluation Process

Proposals will be evaluated using the following criteria:

- Qualifications and References – 20 cumulative points.
- Technical Proposal – 20 cumulative points.
- Financial Proposal – 45 cumulative points.
- Added Value & Enhancements - 15 cumulative points

Scoring Procedures

The selection committee will evaluate and score proposals according to each evaluation criterion. The individual scores for each evaluation criterion category will be totaled to obtain an evaluation score for each proposal. Procurement and Contracts Department staff will evaluate the Financial Proposal.

<u>Criteria</u>	<u>Point Range</u>
1. Qualifications and References (Evaluation Committee) Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
2. Technical Proposal (Resources and Methodology) (Evaluation Committee) Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	0-20
3. Financial Proposal (Procurement and Contracts staff)	0-45

4. **Added Value & Enhancements (Evaluation Committee)**

0-15

Any additional benefit to the City, bulk hauling sectors not requested within this RFP. Overall point distribution will be based on all proposed added value and enhancement submissions.

Total

0-100

An additional 0-5% for Tier1/Tier2 Local Business will be calculated based on the combined scoring totals of each company/firm.

Financial Proposal Scoring Procedures – Evaluated by Procurement and Contracts Department staff)

For evaluation purposes, the Financial Proposal points will be calculated based on the total annual value as follows:

- The lowest total annual price for bulk removal service will receive a maximum of thirty (30) points. Financial Proposal points for all other proposals for the same service option will be calculated based on the proportional increase in cost as compared with the lowest total annual price received.
- Provided below is an example for bulk removal service (Note: Costs associated are for illustrative purposes only):
 - Proposer A: \$1,000,000 = 45 points
 - Proposer B: \$1,250,000 = $(1,000,000/1,250,000) \times 45$ points = 36 points
 - Proposer C: \$1,500,000 = $(1,000,000/1,500,000) \times 45$ points = 30 points

The Procurement and Contracts Department staff has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm shall submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for shortlisting purposes. After an initial review of the proposals, **the City may** invite proposals for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to) approve the recommendation, reject the recommendation, and direct staff to re-advertise the solicitation or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

Tie Breaker:

In case where there is a tie for the highest-ranked proposers in Part B, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Coin Toss

Technicalities:

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

Committee's Recommendations:

The Evaluation Committee may recommend rejecting proposals or awarding the Bulk Removal Services.

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, as it deems appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive proposer if it chooses to do so. Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s).

Suppose negotiations are unsuccessful or have reached an impasse with a ranked Proposer. In that case, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the City's best interest and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

8. GENERAL CONDITIONS

RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57 Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

**Director of Procurement and Contracts, City of Pompano Beach
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060**

Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. Suppose the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. In that case, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP professionally and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided.

The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

Composition Of Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response.” (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager’s Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public.

All communications must go through the Procurement and Contracts Department staff.

Communications

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

Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

Price Adjustments

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts to improve real property owned by the City of Pompano Beach.

Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. Suppose the Contractor transfers all public records to the City upon completion of the agreement/contract. In that case, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

9. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addenda is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

10. ATTRIBUTES AND ATTACHMENTS

Attributes

- City of Pompano Beach Local Business
- Conflict of Interest
- Drug-Free Workplace
- Vendor Certification Regarding Scrutinized Companies List (over \$1,000,000.00)
- Terms and Conditions.
- Acknowledge of Addendums

• Attachments

- Exhibit A - Local Business Participation Form
- Exhibit B - Letter of Intent Form
- Exhibit C - Local Business Unavailability Form
- Exhibit D - Good Faith Effort Form
- Exhibit E - Local Subcontractor Utilization Report
- Exhibit F - Service References
- Exhibit G - Contract EXAMPLE
- Exhibit O - Performance Bond Form
- Exhibit P – Bid Bond

ATTACHMENT F - SERVICE REFERENCES

SERVICE REFERENCE #1

Proposers shall complete and submit this form in conjunction with any other relevant material.

Municipality/County: _____

Contact: _____

Contact Address: _____

Contact Phone: (_____) _____ Contact e-mail: _____

Term of Current Contract: Start Date: _____ End Date: _____

Bulk Removal Service Provided:

Service s Provide d (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Bulky Waste				
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Bulk Removal Service Provided:

Number of bulky waste customers _____

Technology:

Is service verification via RFID included in the services provided? ☐ YES

☐ NO Is asset management included in the service provided? ☐ YES

☐ NO

Other relevant information: _____

SERVICE REFERENCE #2

Proposers shall complete and submit this form in conjunction with any other relevant material.

Municipality/County: _____

Contact: _____

Contact Address: _____

Contact Phone: (_____) _____ Contact e-mail: _____

Term of Current Contract: Start Date: _____ End Date: _____

Bulk Removal Service Provided:

Service s Provide d (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Bulky Waste				
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Bulk Removal Service Provided:

Number of bulky waste customers _____

Technology:

Is service verification via RFID included in the services provided? ☐ YES ☐ NO

Is asset management included in the service provided? ☐ YES ☐ NO

Other relevant information: _____

PERFORMANCE BOND

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

as Principal, and

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

(Written Amount)	(Figures)
------------------	-----------

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents shall be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination

by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in at Pompano Beach, Broward County, Florida, this day of ____, 2025.

Countersigned By:

(SEAL OF SURETY)

Contractor: _____

By: _____

Surety: _____

Address: _____



EASTERN WASTE SYSTEMS, INC.

**Response to City of Pompano Beach
RFP 25-034 "Bulk Removal Services"**

**Address: 1660 NW 19th Ave. Pompano
Beach, FL 33069**

**Contact: Angelo Marzano, President
Director**

Telephone: (954) 543-9800

Email: amarzano@easternwaste.com

April 2, 2025 at 2:00:00 P.M.

Table of Contents

Letter of Interest.....	2
Tab 1 – Understanding of the Scope of Work.....	4
Tab 2 – Fees and Costs.....	5
Tab 3 – Qualifications and References.....	6
Tab 4 – Technical Proposal.....	14
Tab 5 – Local Business Program.....	18
Tab 6 – Other Required Documentation.....	19

Letter of Interest

Angelo Marzano, President/Director
Eastern Waste Systems, Inc.
1660 NW 19th Avenue
Pompano Beach, FL 33069

April 2, 2025

City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

RE: RFP # 25-045 "Bulk Removal Services"

To Whom This Letter Shall Come:

Thank you for allowing Eastern Waste Systems, Inc. (herein referred to as EWS) the opportunity to submit this response to RFP # 25-034 (the RFP). **EWS is proposing to perform all Bulk Removal Services listed in the RFP "in-house" as a sole, local vendor for this procurement.** Founded in the City of Pompano Beach in 2003, EWS owns and operates the largest fleet of grapple type waste collection vehicles in Broward County, Florida specializing in bulk waste and disaster debris collection. EWS is a preferred vendor for hauling companies and municipalities throughout southeast Florida, regularly serving over 100,000 residential homes in Palm Beach, Broward, and Miami-Dade Counties.

Additionally, over the last 20 years EWS performed and continues to provide daily bulk collection services to the City of Pompano Beach and its residents via subcontract through the City's current vendor. As recently as March of 2021, EWS received commendation from the City of Pompano Beach for its "excellent service" in collecting residential bulk waste from its residents. Performing the bulk collection services allows us the local knowledge and experience to best serve the City under the Terms and Conditions of this RFP.

EWS is locally owned and operated, with its sole facility located at 1660 NW 19th Avenue in Pompano Beach, Florida. This facility is centrally located within 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. Our contact for this solicitation is Damon Stinson, and our office telephone is (954) 543-9800. He is also available via email (dstinson@easternwaste.com) or fax (954) 580-0616. Financially, the company (FEI/EIN Number 16-1678370) is sound and possesses all the necessary equipment and personnel to provide bulk removal services within the scope of services required by the

City of Pompano Beach. Not only has EWS been a long-time provider of services to the City of Pompano Beach for residential bulk waste collection but also continues to be a philanthropic partner in the community as well donating annually to many charitable organizations and events throughout the City.

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 Pompano Beach the most prompt and efficient collection services with dedicated equipment the City desires. **EWS is committed to supplying the necessary equipment for bulk removal services from day one of the desired start date, and our services will be available on the same day as a request made before noon EST, or the next day if our services are requested after noon.** In emergency situations, our services are available after hours as well. Our fleet will meet all requirements including age specifications and video monitoring technology with GPS capabilities.

I certify that I am an Authorized Agent of EWS, I am in receipt of this entire RFP and any questions or addenda, and after careful review of the scope and requirements of RFP # 25-034 this response was prepared with due diligence and integrity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Angelo Marzano', is written over a large, faint, stylized 'EWS' logo in the background.

Angelo Marzano

Eastern Waste Systems, Inc.

Tab 1 – Understanding of the Scope of Work

Eastern Waste Systems, Inc. is proposing to be the sole provider of bulk removal services to the City if additional assets are needed in their daily activities under the terms and conditions of RFP # 25-034. When it comes to bulk and yard waste collection, no other firm understands the scope of service and intent of the RFP better than EWS. For the past twenty years, EWS has been utilized as a subcontractor to collect residential bulk and yard waste in the City of Pompano Beach, Florida. EWS has a long and proud history serving the City of Pompano Beach, often assisting in the creation and designation of the bulk services in multiple scenarios. EWS possesses a proven track record in managing the residential bulk and yard waste services in the City of Pompano Beach. As a local vendor operating in the South Florida market, EWS management and staff have significant expertise in effectively managing debris collection and disposal. EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida.

When called upon, EWS will respond immediately, providing the equipment, assets and manpower necessary to remove bulky material from primary transportation routes and public property at the city's request. EWS will dispatch a supervisor within three hours of notification to the area defined for collection to determine the proper equipment to manage the size and scope of the work requested. Within hours of this inspection, EWS will deploy all assets and employees necessary to remove the bulk to the City's satisfaction. **Being a local vendor, EWS will have the fastest response time, acting well within the 24-hour window of notice. EWS will respond on the same day as a request made before noon EST, or the next day if our services are requested after noon.** In emergency situations, our services are available after hours as well. When the City directs EWS to remove bulky materials located on private property remove debris considered an immediate or continuing danger to public life, safety, and health EWS will remove the debris in the most swift, safe manner available. Having worked in all areas of the City for over 20 years, EWS stands ready to perform in any and all areas established and approved for bulk removal services.

EWS will deliver all bulk waste removed to Monarch Hill, located at 2700 Wiles Road, Pompano Beach, or any other location(s) as directed, and provide the City with copies of disposal tickets with applicable invoices for bulk removal services. EWS maintains the equipment and resources in-house to place, compact and fill dirt in ruts or holes created by equipment during the removal of bulk waste from locations where the services are requested, as well as other areas impacted because of these services that pose a danger to the public.

EWS will charge the City based on the rates agreed in the pricing matrix and will secure scale tickets for all disposal charges and present the paperwork to the City upon job completion. EWS maintain all records necessary to accumulate scale tickets, create invoices, and email all deliverables to the City monthly or upon the City's request.

Tab 2 – Fees and Costs

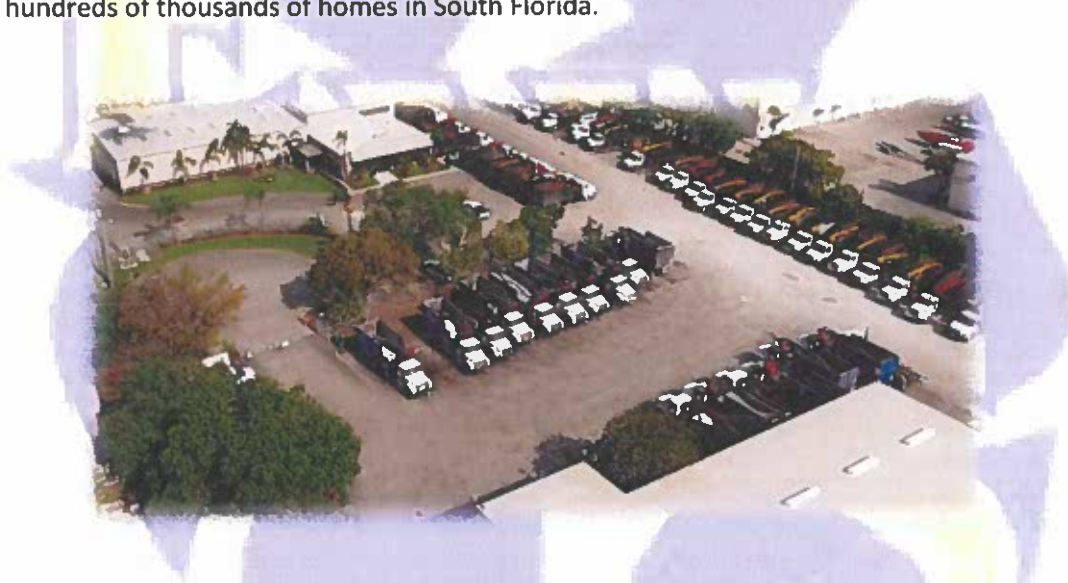
EWS will provide bulk removal services by deploying the assets necessary to perform the scope of services requested by utilizing as many collection vehicles in the fleet as needed daily with bodies in capacity of 30 to 45 cubic yards in size to perform the services required in RFP # 25-034.

Fees & Costs:

Description	Unit of Measure	Cost
a Bulk Waste	per cubic yard	\$8.50

Tab 3 – Qualifications and References

- a) **Company Qualifications:** Eastern Waste Systems, Inc. is proposing to be the sole provider of bulk removal services under the terms and conditions of RFP # 25-034. When it comes to bulk waste removal, no other firm understands the scope of service and intent of the RFP better than EWS. For the past twenty years, EWS has been utilized as a subcontractor to collect the residential bulk and yard waste in the City of Pompano Beach, Florida. EWS has a long and proud history serving the City of Pompano Beach, often assisting in the creation and designation of the bulk services in multiple scenarios. EWS possesses a proven track record in managing the residential bulk and yard waste services in the City of Pompano Beach. As a local vendor solely operating in the South Florida market, EWS management and staff have significant expertise in effectively managing debris collection and disposal. EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida.



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 in the City of Pompano Beach. Gerald Walker, our Operations Manager was promoted internally and previously worked as an operator in the City of Pompano Beach. Mr. Walker still maintains a Commercial Driver's License (CDL) and oversees daily activities and operations in the field. Collister Parchment, our dedicated supervisor in Pompano Beach, has a customer service and management background, his CDL, and is currently out in the City working every collection day. The culture and atmosphere at EWS drive low employee turnover and specific experience to each project. This affords EWS the opportunity to commit to maintaining dedicated drivers consistently working in the City of Pompano Beach every day to complete designated routes as scheduled.

The dedicated EWS team is currently working to serve the City of Pompano Beach every day. EWS has provided over 20 years of continuous engagement in providing the exact bulk services as proscribed in the RFP. In addition to providing the services to the City of Pompano Beach, EWS has provided similar services for a period of twenty (20) years or more and is presently engaged in the provision of these services in the comparable-sized municipalities of Pembroke Pines, Plantation, Miramar, Davie, Cooper City, Weston, and Miami Beach among others.



Every scheduled day, EWS commands a fleet of state-of-the-art collection equipment ready to perform under the terms and conditions of RFP # 25-034. 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 has 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, our fleet of vehicles operate with safety and courtesy in mind. From observing the work area around collection vehicles in the field to avoid wires and power lines, to operating heavy equipment in front of homeowner's property without damage, EWS daily approach to bulk and yard waste collection focuses on providing safe and efficient operations. Weekly safety meetings and monthly topical meetings before and during each season, coupled with refresher training in collection plans and operational procedures allow EWS to stand ready to provide the City of Pompano Beach the utmost customer service each day.

EWS maintains and 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, annual evaluations, and quarterly reviews offer employees guidance, feedback, and the potential to receive additional compensation through bonus structures.

- b) Personnel Qualifications and Resumes:** All members of the EWS team proposed to serve the City under RFP # 25-034 possess over 20 years of experience in collecting the bulk and yard waste in the City of Pompano Beach. 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 in the City of Pompano Beach. Gerald Walker, our Operations Manager was promoted internally and previously worked as an operator in the City of Pompano Beach. Mr. Walker still maintains a Commercial Drivers License and oversees daily activities and operations in the field. Collister Parchment, our current dedicated supervisor in Pompano Beach, has a management background focused on customer service and is currently out in the City working every collection day. The culture and atmosphere at EWS cultivates low employee turnover and specific experience to each project. This affords EWS the opportunity to commit to maintaining dedicated drivers consistently working in the City of Pompano Beach everyday to complete designated routes as scheduled. The dedicated EWS team is currently working to serve the City of Pompano Beach every day.

Resumes:

Project Manager- Company President Angelo Marzano (phone 954-543-9800, email amarzano@easternwaste.com) will personally oversee project management and work with staff on pre-planning, assessment of collection and operations, and liaison to the City. Angelo has over 30 years experience at the Executive Management level including 20 years working with the City of Pompano Beach at EWS. Angelo is a graduate of Pennsylvania State University.

Financial Administration Manager and Treasurer- Michael C. Marzano (phone 954-543-9800, email mmarzano@easternwaste.com) will serve as Treasurer and Director for the project, overseeing all financial aspects of the project including accounting, data collection and reporting, and administrative functions. From 2004 to Present, Michael has served as Treasurer and Vice President of EWS. Previously, Michael served as Treasurer/Corporate Controller of Star Services Group (Delta Recycling Corp.) a Publicly held company from June of 1999 to the eventual sale of the company to BFI/Allied in June 2001. From 2001 to April 2004, he served as Controller/Treasurer of Atlas -

Recycling, which owned and operated 5 Construction and Demolition Recycling facilities as well as 2 Soil Remediation facilities. The company was subsequently sold in April 2004. Michael is a graduate of Pennsylvania State University.

Operations Manager- Operations Manager Gerald Walker (phone 954-543-9800, gwalker@easternwaste.com) have over 20 years' experience in management and collection of bulk and yard waste, many of those years working on and managing bulk routes in the City of Pompano Beach. 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 sub-contract bulk collection routes and Route Managers.



- c) **Service Performance and References:** EWS provides the following two references from public sector customers for which EWS has provided the same or similar services to those provided within RFP # 25-034, including the City of Pompano Beach. By performing the bulk collection services in the City, EWS gained the local knowledge and experience to best serve the City under the Terms and Conditions of this RFP. That experience has generated both recognition and commendation from the City. As recently as March of 2021, EWS received recommendation from the City of Pompano Beach for its "excellent service" in collecting residential bulk waste from its residents. At the City of Pompano Beach September 26, 2017, City Commission Meeting, City Manager Greg Harrison publicly commended EWS for its ability to provide the City of Pompano Beach local equipment. In responding to inquiries from other Cities in need of service post-Hurricane Irma as to how the City got its equipment, Mr. Harrison said "a majority of those trucks are from a company called Eastern Waste that is a Pompano Beach company". EWS demonstrated its ability to rapidly provide a fleet of collection and supervisory vehicles, stored and maintained on site at its corporate headquarters here in Pompano Beach, Florida. This is the level of commitment EWS has proven to service the City of Pompano Beach with priority and efficiency in mind. All references are within the State of Florida. Reference forms and Letters of Recommendation are also included in the supplemental section of this response:

REFERENCES FORM #1

Reference Contact Information:

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

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

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

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

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

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

Project Information:

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

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

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

Project duration: **20 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**

REFERENCES FORM #2

Reference Contact Information:

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

Address: **8300 South Palm Drive**

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

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

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

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

Project Information:

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

Name and location of the project: **Twice per month collection of bulk and yard waste from eligible residential units in the City of Pembroke Pines, Florida as a Primary Contract under separate award directly with the City.**

Nature of the firm's responsibility on the project: **Twice per month collection and disposal of bulk and yard waste at a quantity of 10 cubic yards from all single-family residential units within the City.**

Project duration: **15 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 a quantity of 10 cubic yards per collection from all single-family residential units within the City. Recording and reporting of all operational information required by the CITY.**

Contract Type: **Exclusive Franchisee**

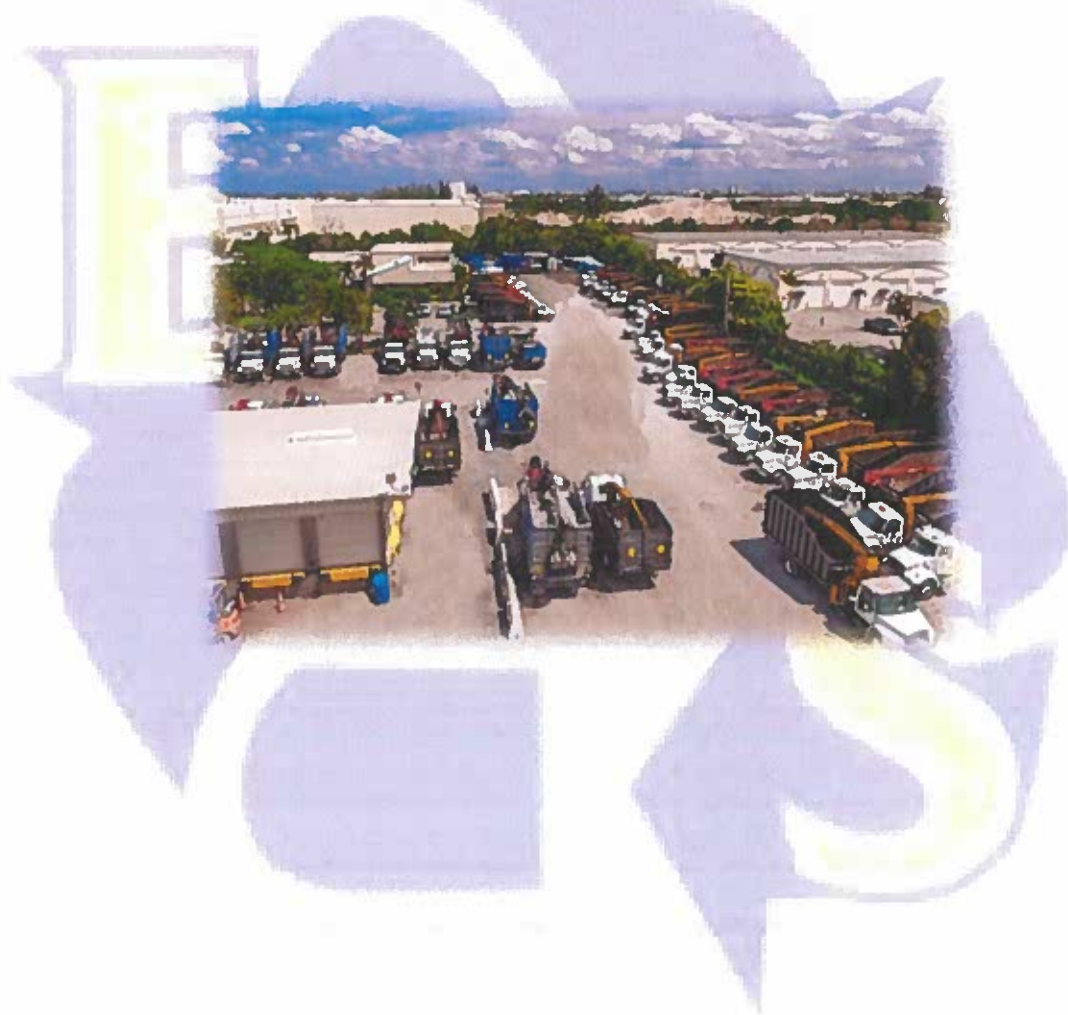
The results/deliverables of the project: **Satisfactory Performance**

- d) **Performance History:** Founded in 2003, Eastern Waste Systems, Inc. has been providing residential curbside bulk and yard waste collection for the last 20 years. No owner of EWS previously operated a business under another name. EWS has NO criminal actions against the Company pertaining to solid waste services during the last five years. Additionally, EWS has NO civil actions, losses of a service contract, bid bond claims, performance bond claims or liquidated damages related to solid waste services involving one hundred thousand dollars (\$100,000) or more per contract per contract year against the Company during the last five (5) years. In terms of performance, EWS exemplary record speaks for itself. In March of 2021, EWS received recommendation from the City of Pompano Beach for its excellent service and its above and beyond approach to collecting residential bulk waste weekly in the City. At the City of Pompano Beach September 26, 2017, City Commission Meeting, City Manager Greg Harrison publicly commended EWS for its ability to provide the City of Pompano Beach local equipment, responding to inquiries from other Cities in need of service post-Hurricane Irma on how the City got its equipment, Mr. Harrison said "a majority of those trucks are from a company called Eastern Waste that is a Pompano Beach company". EWS demonstrated its ability to rapidly provide a fleet of 60 collection and supervisory vehicles, stored and maintained on site at its corporate headquarters here in Pompano Beach, Florida. Being a local 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.



- e) **Financial Capability:** Eastern Waste Systems, Inc. (EWS) is the proposing entity in response to this RFP. EWS possesses the necessary Financial Capability to perform under the terms and conditions outlined in RFP # 25-034. With the largest fleet of self-loading clam shell vehicles in Broward County, EWS has grown into one of the largest private hauling companies in the State of 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 # 25-034 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 # 25-034 EWS must invoke its right to confidentiality per Florida State Statutes. EWS is agreeable to any City request to review the Financial Information required in this RFP or by request from a member of the City of Pompano Beach staff, under strict confidentiality.



Tab 4 – Technical Proposal

- a) **Collection Services:** Eastern Waste Systems, Inc. is proposing to be the sole provider of bulk removal services to the City if additional assets are needed in their daily activities under the terms and conditions of RFP # 25-034. When it comes to bulk and yard waste collection, no other firm understands the scope of service and intent of the RFP better than EWS. For the past twenty years, EWS has been utilized as a subcontractor to collect residential bulk and yard waste in the City of Pompano Beach, Florida. EWS has a long and proud history serving the City of Pompano Beach, often assisting in the creation and designation of the bulk services in multiple scenarios. EWS possesses a proven track record in managing the residential bulk and yard waste services in the City of Pompano Beach. As a local vendor operating in the South Florida market, EWS management and staff have significant expertise in effectively managing debris collection and disposal. Over sixty (60) EWS employees collect bulk and vegetative waste every week from hundreds of thousands of homes in South Florida.

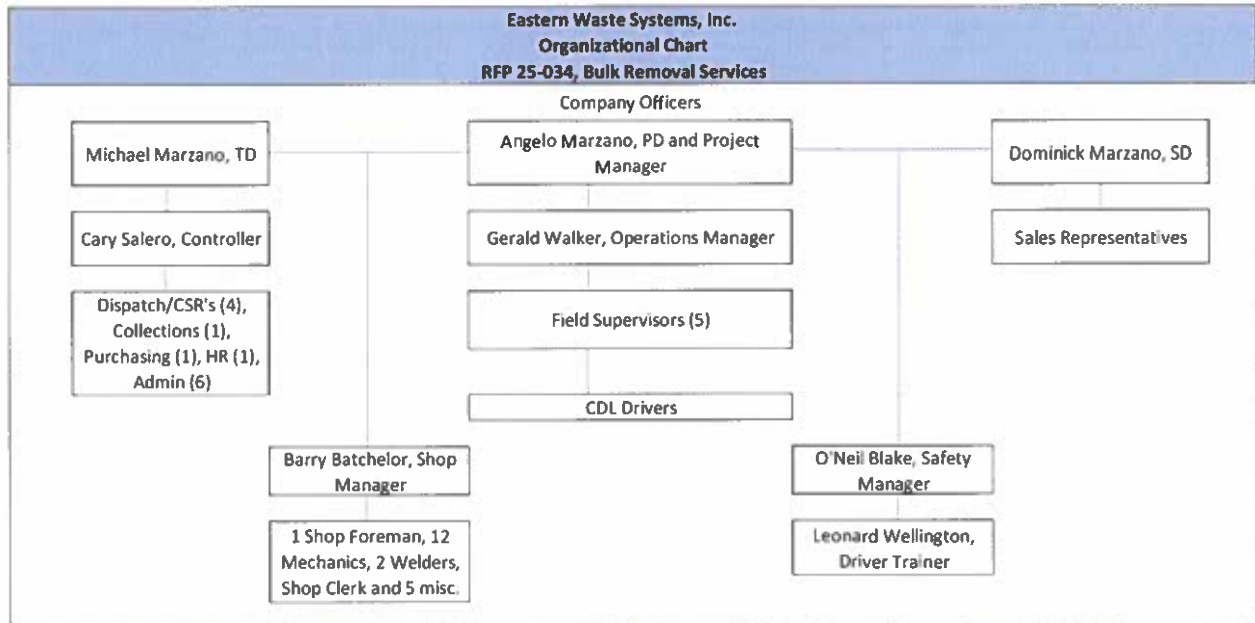
When called upon, EWS will respond immediately, providing the equipment, assets and manpower necessary to remove bulky material from primary transportation routes and public property at the city's request. EWS will dispatch a supervisor within three hours of notification to the area defined for collection to determine the proper equipment to manage the size and scope of the work requested. Within hours of this inspection, EWS will deploy all assets and employees necessary to remove the bulk to the City's satisfaction. **Being a local vendor, EWS will have the fastest response time, acting well within the 24-hour window of notice. EWS will respond on the same day as a request made before noon EST, or the next day if our services are requested after noon.** When the City directs EWS to remove bulky materials located on private property remove debris considered an immediate or continuing danger to public life, safety, and health EWS will remove the debris in the most swift, safe manner available. Having worked in all areas of the City for over 20 years, EWS stands ready to perform in any and all areas established and approved for bulk removal services.

EWS will deliver all bulk waste removed to Monarch Hill, located at 2700 Wiles Road, Pompano Beach, or any other location(s) as directed, and provide the City with copies of disposal tickets with applicable invoices for bulk removal services. EWS maintains the equipment and resources in-house to place, compact and fill dirt in ruts or holes created by equipment during the removal of bulk waste from locations where the services are requested, as well as other areas impacted because of these services that pose a danger to the public. EWS will charge the City based on the rates agreed in the pricing matrix and will secure scale tickets for all disposal charges and present the paperwork to the City upon job completion. EWS maintain all records necessary to accumulate scale tickets, create invoices, and email all deliverables to the City monthly or upon the City's request.

The following is a list of collection vehicles dedicated to performing the bulk and yard waste collection services every collection day in the City as needed:

Eastern Waste Systems, Inc. Fleet List for RFP# 25-034							
Truck #:	Year:	Make/Model:	GVW:	Truck #:	Year:	Make/Model:	GVW:
97	2023	RAM 5500		624	2022	MD7 42R	33,000
401	2016	Freightliner M2106	33,000	625	2022	MD7 42R	33,000
402	2016	Freightliner Chassis	33,000	626	2022	MD7 42R	33,000
504	2006	Peterbilt 335	66,000	627	2022	MD7 42R	33,000
507	2018	Mack GU533	66,000	628	2022	MD7 42R	33,000
508	2017	Freightliner M2-106	37,600	629	2022	MD7 42R	33,000
509	2017	Freightliner M2-106	37,600	630	2020	Mack 64BR-MHD	54,000
510	2017	Freightliner M2-106	37,600	631	2021	Mack GR42F	33,000
511	2017	Freightliner M2-106	37,600	632	2020	Mack GR64B	66,000
512	2017	Freightliner M2-106	37,600	633	2020	Mack GR64B9	54,900
513	2018	Freightliner M2-106	37,600	634	2020	Mack GR42B9	33,000
514	2018	Freightliner M2-106	37,600	635	2020	Mack GR42B9	33,000
515	2018	Freightliner M2-106	37,600	636	2020	Mack GR42B9	33,000
516	2018	Freightliner M2-106	37,600	637	2019	Mack GR64B9	33,500
517	2018	Freightliner M2-106	37,600	638	2019	Mack GR42F9	33,000
518	2018	Freightliner M2-106	37,600	639	2019	Mack GR42F9	33,000
519	2018	Freightliner M2-106	37,600	640	2020	Mack GR42F9	33,000
520	2018	Freightliner M2-106	37,600	641	2019	Mack	33,000
521	2018	Freightliner M2-106	37,600	642	2019	Mack	54,000
522	2016	Freightliner M2-106	37,600	643	2018	Mack GU533	66,000
523	2016	Freightliner M2-106	37,600	644	2017	Mack GU533	66,000
524	2016	Freightliner M2-106	37,600	645	2017	Mack GU533	66,000
525	2017	Freightliner M2-106	37,600	646	2017	Mack GU533	66,000
526	2017	Freightliner M2-106	37,600	647	2017	Mack GU532	33,000
527	2017	Freightliner M2-106	37,600	648	2017	Mack GU532	33,000
528	2017	Freightliner M2-106	37,600	649	2016	Freightliner M2106	33,000
601	2023	Mack GR64FT	69,999	651	2016	Freightliner Chassis	33,000
602	2024	Mack GR64FT	70,000	652	2016	Freightliner Chassis	33,000
603	2024	Mack GR64FT	70,000	656	2015	Peterbilt 337	33,000
604	2024	Mack GR64FR	70,000	657	2014	Peterbilt 337	33,000
605	2023	Mack MD7	33,000	658	2014	Freightliner M2106	33,000
606	2023	Mack MD7	33,000	659	2014	Freightliner M2106	33,000
607	2023	Mack MD7	33,000	660	2014	Peterbilt 337	33,000
608	2023	Mack MD7	33,000	661	2014	Peterbilt 337	33,000
609	2023	Mack MD7	33,000	679	2007	Peterbilt 335	33,000
610	2023	Mack MD7	33,000	680	2007	Peterbilt 335	33,000
611	2023	Mack MD7	33,000	689	2005	Freightliner M2	33,000
612	2023	Mack MD7 42R	33,000	694	2006	Freightliner M2	33,000
613	2023	Mack MD7 42R	33,000	502422	2022	Freightliner M2 106	33,000
614	2022	Mack MD7 42R	33,000	502522	2022	Mack MD7	33,000
615	2022	Mack MD7 42R	33,000	502622	2022	Mack MD7	33,000
616	2022	Mack MD7 42R	33,000	502722	2022	Mack MD7	33,000
617	2022	Mack MD7 42R	33,000	502922	2022	Mack MD7	33,000
618	2022	Mack MD7 42R	33,000	503022	2023	Freightliner M2 106	33,000
619	2022	Mack MD7 42R	33,000	503122	2023	Freightliner M2 106	33,000
620	2022	Mack MD7 42R	33,000	503323	2022	Mack MD7	33,000
621	2022	Mack MD7 42R	33,000	503923	2023	Freightliner M2 106	33,000
622	2022	MD7 42R	33,000	504023	2023	Freightliner M2 106	33,000
623	2022	MD7 42R	33,000				

b) Organization:



c) Exceptions: EWS takes NO exceptions to RFP #25-034.

d) Value Added & Enhancements: EWS stands ready to perform the services from an operational and customer service standpoint on DAY ONE. EWS guarantees response time within hours of a notification to enact our services. Our services will be available on the same day as a request made before noon EST, or the next day if our services are requested after noon. In emergency situations, our services are available after hours as well. Over the last 20 years, EWS performed and continues to provide daily bulk collection services as a subcontractor to the City of Pompano Beach and its residents. EWS operated continuously in the City during the past 20 years through periods of transition, a financial crisis, several major weather events, and most recently a pandemic.

EWS staffs four (4) 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 collaborate 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, our customer service software, and tracked until completion with the customers' approval.

All City 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 to the City and EWS to ensure 100% customer satisfaction.

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.

Other considerations when evaluating this response based on Value-Added services or Enhancements include Local Vendor preference offering the best reduction in the carbon footprint of collection vehicles. EWS operating a fleet of vehicles from within the center of the City will drastically reduce carbon emissions from collection vehicles compared to those operating from outside the City limits.

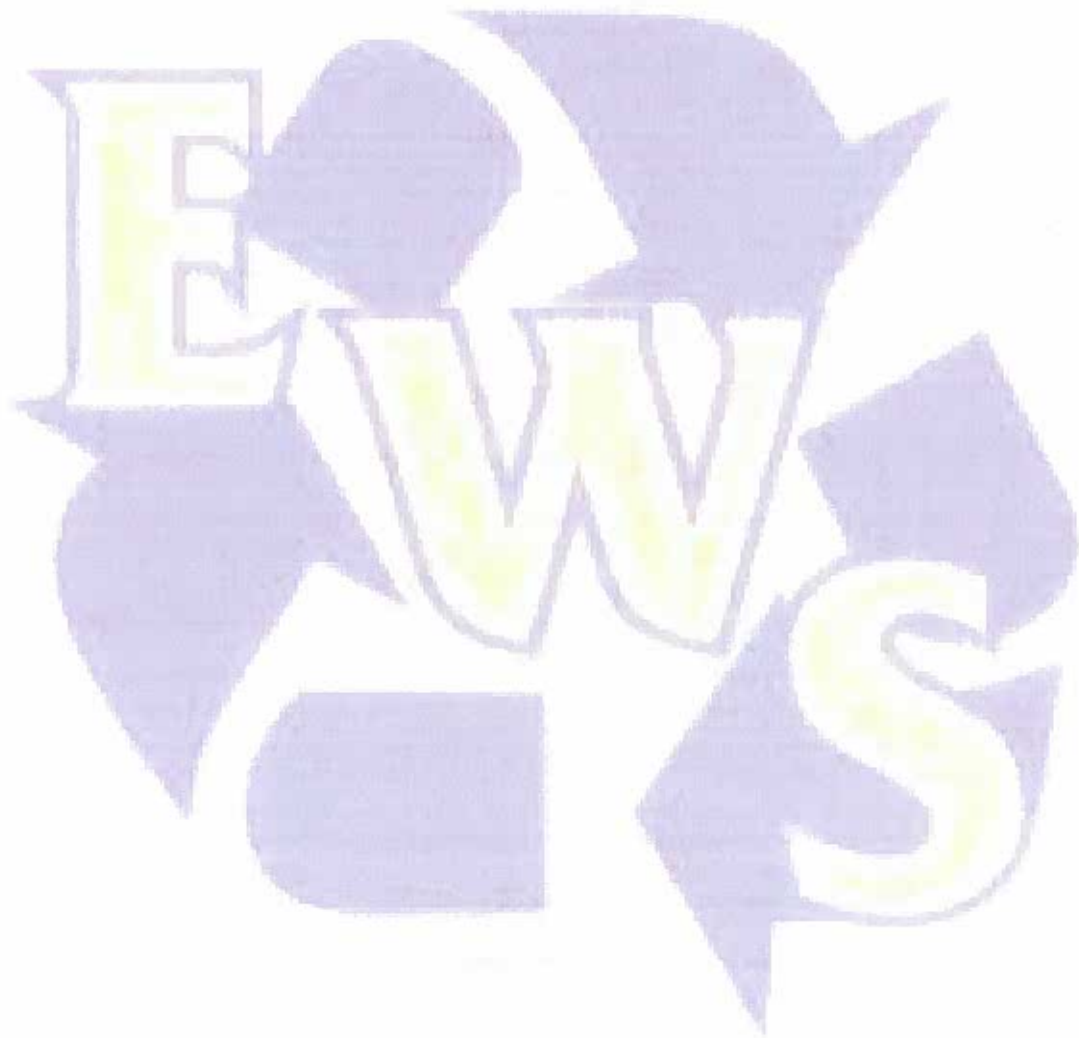
Tab 5 – Local Business Program

Under City of Pompano Beach Municipal Code § 32.40, Local Business Program, EWS requests the City consider EWS as a local vendor when evaluating the proposals. Whereas EWS "is a local business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10% who are residents of the City of Pompano Beach" located in a non-residential zone, distributes all its services from that location; is fully staffed with full-time employees within the limits of the city; and currently holds a business tax receipt from the City of Pompano Beach for a minimum of one year prior to the date of issuance of this RFP; it is the desire of EWS to be afforded the consideration of a Tier 1 local vendor. In other applicable procurements, Tier 1 business as defined by subsection (a) "shall be granted a preference in the amount of 5% of any bid or five points of any proposal score. If the Tier 1 business submits a second bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the Tier 1 business. If not, the award will be made to the business that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is also a Tier 1 business, the award will be made to that business and no other bidders will be given an opportunity to submit additional bids as described herein.

EWS is also proposing to use local vendors to procure supplies necessary to complete the work outlined in the scope of services in RFP #25-034. Please see local business forms attached to Tab 6 of this response.

Tab 6 – Other Required Documentation

Please see additional items attached to this section, including local business forms, insurance certificates, business tax and licenses, additional reference letters and other pertinent information.



Solicitation Number & Title: RFP #25-034 Bulk Removal Services

[illegible]

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number RFP 25-034

TO: Eastern Waste Systems, Inc.
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual ☒ a corporation
☐ a partnership ☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Bulk Removal Services at the request of the City.

at the following price: \$8.50 PER CUBIC YARD

April 2, 2025
(Date)

Eastern Waste Systems, Inc.
(Print Name of Local Business Contractor)

1660 NW 19 Avenue
(Street Address)

Pompano Beach, FL 33069
(City, State Zip Code)

BY: _____

(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # RFP25-034

I, Angelo Marzano, President/Director

(Name and Title)

of Eastern Waste Systems, Inc., certify that on the 2ND day of

April, 2025, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
N/A		

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☒ Other: EWS is proposing as a sole local vendor.

Name and Title: Angelo Marzano, President/Director

Date: April 2, 2025

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # RFP 25-034 Bulk Removal Services

1. What portions of the contract have you identified as Local Business opportunities?

100% entirety of the contract.

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

Eastern Waste Systems, Inc. a local business,
is proposing to perform all work in its entirety.

3. Did you send written notices to Local Businesses?

 Yes X No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

 Yes X No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

Eastern Waste Systems, Inc. procures fuel locally
and utilizes local vendors for outside maintenance.

7. List the Local Businesses you will utilize and subcontract amount.

<u>Port Consolidated</u>	<u>\$ TBD- ON CALL CONTRACT</u>
<u>Lou Bachroot Freightliner Truck Center</u>	<u>\$ TBD- ON CALL CONTRACT</u>
<u>Hydraulic Supply</u>	<u>\$ TBD- ON CALL CONTRACT</u>

8. Other comments: EWS commits to using the aforementioned
local vendors to procure supplies and items to perform under this RFP.
- _____

LOCAL BUSINESS EXHIBIT "D" – Page 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748		CONTACT NAME Certificates	
		PHONE (A/C, No, Ext): 800-407-4077	FAX (A/C, No): 321-752-7980
		E-MAIL ADDRESS: policies@RRLL-ins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Security National Insurance Company	19879
		INSURER B: Trisura Specialty Insurance Company	16188
		INSURER C: Westchester Surplus Lines Insurance Company	10172
		INSURER D: Alliance Assurance	
		INSURER E: Kinsale Insurance Company	38920
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 998081971

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	SES154026707	1/18/2025	1/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MIWBUR21C027261	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	01003463960	1/18/2025	1/18/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Pollution Equipment			G73556296 004 MXI9307982421896	9/23/2024 4/8/2024	9/23/2025 4/8/2025	\$1,000,000 limit Rented/Leased \$100K/\$1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach is listed as additional insured.

CERTIFICATE HOLDER**CANCELLATION 30**

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2024 - 2025**

Business Tax Receipt Valid from: October 1, 2024 through September 30, 2025

4424881
EASTERN WASTE SYSTEMS INC
1660 NW 19 AV

9/26/2024

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: MARZANO, MICHAEL
BUSINESS LOCATION: 1660 NW 19 AV POMPANO BEACH FL

RECEIPT NO: 25-00044743
CLASSIFICATION: TRUCKING SERVICE

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

State of Florida



Department of State

I certify from the records of this office that EASTERN WASTE SYSTEMS, INC., a Florida Corporation located at 1660 NW 19 AVENUE, POMPANO BEACH, FL 33069 has renewed EASTERN WASTE SYSTEMS to be used as a mark under class(es) 0037. Said mark was first used anywhere July 21, 2003 and was first used in Florida July 21, 2003.

I further certify the goods and/or services this mark is being used in connection with is CONSTRUCTION, MUNICIPAL, HOME, OFFICE & SOLID WASTE COLLECTION & REMOVAL SERVICES, RECYCLING SERVICES.

I further certify that said mark was registered in this office on September 13, 2010 and its date of expiration is September 13, 2030.

The number of this mark is T10000000997.

Disclaimer for: "WASTE" "SYSTEMS"

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of March, 2025




Cord Byrd
Secretary of State



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 20, 2025

EASTERN WASTE SYSTEMS, INC.
MICHAEL MARZANO
1660 NW 19 AVE
POMPANO BEACH, FL 33069

RE: T10000000997

The mark renewal for EASTERN WASTE SYSTEMS was filed on March 18, 2025. The date of expiration of this mark is now September 13, 2030.

Enclosed is the certification you requested.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Trademark Section.

Akeemia Jarvis
Regulatory Specialist II
Division of Corporations

Letter number: 125A00006047



Solid Waste Department
Russell S. Ketchem, Solid Waste Manager

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

20 March 2019

To Whom It May Concern:

Please accept this reference letter as an endorsement of Eastern Waste Systems, Inc. (EWS) pertaining to their performance of emergency debris collection services after Hurricane Irma in the City of Pompano Beach, Florida. EWS provided services to the City as the primary subcontractor under our Emergency Debris Management contract with AshBritt, Inc.

In the wake of the storm, EWS provided the equipment and manpower necessary to ensure the City and its residents were immediately served, while other municipalities were left with hurricane debris on their streets for weeks without a responsive contractor to perform.

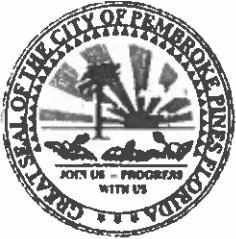
It was reassuring that a local Pompano Beach company, using local assets and employees, was able to prioritize and act promptly to provide this vital service to our city.

Based on this past experience with EWS, I would highly recommend their services to any local municipality without hesitation.

If there are any questions pertaining to this letter of reference, please don't hesitate to directly contact me at my office.

Sincerely,

Russell S. Ketchem
Solid Waste Manager



**PEMBROKE PINES
CITY COMMISSION**

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

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

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

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

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

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

September 6, 2022

RE: Eastern Waste Systems, Inc.

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

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

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

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

Sincerely,

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



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

STACEY MARSHALL
DIRECTOR

JOSEPH M. SANCHES, MBA
CHIEF OPERATING OFFICER

MAINTENANCE & PLANT OPERATIONS
3300 SUMMIT BOULEVARD
WEST PALM BEACH, FL 33406

DAVID G. DOLAN, MBA
CHIEF OF FACILITIES MANAGEMENT

PHONE: 561-687-7199

WWW.PALMBEACHSCHOOLS.ORG

March 17, 2025

To Whom it may concern:

Eastern Waste Systems, Inc. is one of The Palm Beach County School District's approved bid award vendors for Debris Removal and Hauling Services.

We have been pleased with their response, communication and service, when working together during this last storm. Damon Stinson was my direct contact person during the clean up efforts and he was very helpful and organized when directing his teams to the pick up locations.

The Palm Beach County School District would recommend Eastern Waste Systems for future debris removal and hauling services.

Sincerely,

Carrie Johnson, Coordinator II Facilities Management
Dept, of Maintenance & Plant Operations



CITY OF MIRAMAR

An Equal Opportunity Employer

Mayer

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) 883-8815
FAX (954) 802-3584

September 17, 2020

TWIMC

Re: Eastern Waste Solutions

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

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

I can confidentially recommend the EWS Team.

Sincerely,


Ralph Trepani
Solid Waste and Recycling Manager
Public Works Department
City of Miramar
(954) 883-8832



Subject: Letter of Recommendation

To Whom It May Concern:

I have had the pleasure of working with Eastern Waste Systems during the past two storm seasons in the two municipalities I was employed in.

Mr. Angelo Marzano was our Project Manager under our Ashbritt Environmental Disaster Recovery Contract and his company, Eastern Waste Systems, provided tremendous resources and excellent services to the City of Weston during the course of cleaning up from Hurricane Wilma.

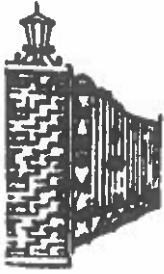
Mr. Marzano demonstrated excellent professionalism and provided great expertise and knowledge due to his professional experience in the solid waste industry.

I would highly recommend Mr. Marzano and his company Eastern Waste Systems for any work relating to solid waste services or disaster recovery services in cleaning up storm debris.

If you have any questions, please contact me at (954) 389-4321

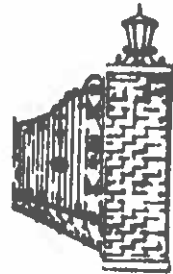
Sincerely,

Brad Kaine
Public Works Director



Village of Sea Ranch Lakes

#1 Gatehouse Road
Sea Ranch Lakes, Florida 33308-2906
Phone (954) 943-8860 Fax (954) 943-5808



September 26, 2017

Mr. Michael Marzano
Eastern Waste Systems
1660 NW 19th Avenue
Pompano Beach, FL 33069

Dear Michael:

On behalf of The Village of Sea Ranch Lakes, the Village Council, and I, we would like to extend our deepest appreciation for the service rendered to our community in the aftermath of Hurricane Irma.

In the aftermath of Hurricane Irma your company and employees were immediately clearing debris from our community.

While the majority of cities in Broward County suffered for days with downed trees and vegetation littering the streets and front yards of its residents. I am proud to say that with the herculean effort placed by your company and employees The Village of Sea Ranch Lakes was NOT one of them.

Again on behalf of our entire community, I would like to extend our heartfelt thanks.

JOB WELL DONE!

Best regards,


Alexander Soto
Mayor



Town Of Miami Lakes

6853 Main Street • Miami Lakes, Florida 33014
(305) 364-6100/Fax (305) 558-8511
www.townofmiamilakes.com

April 20, 2006

To Whom It May Concern:

During the 2005 Hurricane season, the Town of Miami Lakes was devastated by the high winds of Hurricane "Wilma". The Town contracted Eastern Waste Systems, Inc. (EWS) to remove hurricane debris throughout the entire Town.

It was a pleasure to work with a company that sets high quality standards for their employees and utilizes the most modern equipment available in the market. The company's management team lead by Angelo Marzano, who was on-site on a daily basis, and if any issues were encountered, the issues would be solved that very same day. Additionally, the management team provided the Town with technical advice as it relates to the FEMA required reporting procedures.

The Town residents were impressed with the efficiency of the operation, which set a high standard for future debris hauling projects. The drivers were courteous to all of the residents and employees involved with the debris hauling operation.

If you need any further information, please feel free to contact me at (305) 364-6100.

Sincerely,

Rafael G. Casals
Public Works Director

EXHIBIT F - SERVICE REFERENCES

SERVICE REFERENCE #1

Proposers shall complete and submit this form in conjunction with any other relevant material.

Municipality/County: City of Pompano Beach

Contact: Russell Ketchem

Contact Address: 100 W. Atlantic Blvd. Pompano Beach, FL 33060

Contact Phone: (954) 786-4030 Contact e-mail: russell.ketchem@copbfl.com

Term of Current Contract: Start Date: 2005 End Date: Present

Bulk Removal Service Provided:

Service s Provide d (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Bulky Waste				
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Bulk Removal Service Provided:

Number of bulky waste customers 19,018

Technology:

Is service verification via RFID included in the services provided? ☐ YES

☒ NO Is asset management included in the service provided? ☒ YES

☐ NO

Other relevant information: Weekly collection of bulk and yard waste from all single family units within the City through a subcontract with the City's primary vendor.

SERVICE REFERENCE #2

Proposers shall complete and submit this form in conjunction with any other relevant material.

Municipality/County: City of Pembroke Pines

Contact: Rose Colombo

Contact Address: 8300 South Palm Dr. Pembroke Pines, FL 33025

Contact Phone: (954) 518-9060 Contact e-mail: rcolombo@ppines.com

Term of Current Contract: Start Date: October 2005 End Date: Present

Bulk Removal Service Provided:

Service s Provide d (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Bulky Waste				
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

Bulk Removal Service Provided:

Number of bulky waste customers 38,741

Technology:

Is service verification via RFID included in the services provided? ☐ YES ☒ NO

Is asset management included in the service provided? ☒ YES ☐ NO

Other relevant information: Twice per month collection of bulk and yard waste at a limit of 10 cubic yards per collection from all single family units within the City.

Event Overview

Organization	City of Pompano Beach, FL
Workgroup	Purchasing
Event Type	Request for Proposals
Event Number	RFP25-034 Addendum 3
Event Title	Bulk Removal Services.
Event Description	<p>The City of Pompano Beach (the "City") is interested in receiving proposals for Bulk Removal Services.</p> <p>Proposers must be registered on the City's eBid System (IonWave) to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.</p>
Round Title	Scoring Round
Issue Date	02/27/2025
Close Date	04/02/2025
Event Contact	Jeffrey English
Contact Phone	(954) 786-4098
Contact Fax	
Contact Email	jeff.english@copbfl.com

LOCAL BUSINESS PARTICIPATION FORM

RFP #25-034 Bulk Removal Services

Prime Contractor's Name: Eastern Waste Systems, Inc.

[illegible]

LOCAL BUSINESS EXHIBIT "A"

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Solicitation Number RFP 25-034

TO: Eastern Waste Systems, Inc.
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

☐ an individual

☒ a corporation

☐ a partnership

☐ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Bulk Removal Services at the request of the City.

at the following price: \$8.50 PER CUBIC YARD

April 2, 2025
(Date)

Eastern Waste Systems, Inc.
(Print Name of Local Business Contractor)

1660 NW 19 Avenue
(Street Address)

Pompano Beach, FL 33069
(City, State/Zip Code)

BY: _____

(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Subcontractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "B"

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # RFP25-034

I, Angelo Marzano, President/Director

(Name and Title)

of Eastern Waste Systems, Inc., certify that on the 2ND day of

April, 2025, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
N/A		

Said Local Businesses:

- ☐ Did not bid in response to the invitation
- ☐ Submitted a bid which was not the low responsible bid
- ☒ Other: EWS is proposing as a sole local vendor.

Name and Title: Angelo Marzano, President/Director

Date: April 2, 2025

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # RFP 25-034 Bulk Removal Services

1. What portions of the contract have you identified as Local Business opportunities?

100% entirety of the contract.

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

Eastern Waste Systems, Inc. a local business,
is proposing to perform all work in its entirety.

3. Did you send written notices to Local Businesses?

 Yes X No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

 Yes X No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

Eastern Waste Systems, Inc. procures fuel locally
and utilizes local vendors for outside maintenance.

7. List the Local Businesses you will utilize and subcontract amount.

<u>Port Consolidated</u>	<u>\$ TBD- ON CALL CONTRACT</u>
<u>Lou Bachroot Freightliner Truck Center</u>	<u>\$ TBD- ON CALL CONTRACT</u>
<u>Hydraulic Supply</u>	<u>\$ TBD- ON CALL CONTRACT</u>

8. Other comments: EWS commits to using the aforementioned
local vendors to procure supplies and items to perform under this RFP.

LOCAL BUSINESS EXHIBIT "D" – Page 2

Question Cut Off Date: 3/20/2025 05:00 PM (ET)

Question	How does this on-call bulk removal contract interact with the existing solid waste and bulk waste collection franchise agreement?
Submitted	3/10/2025 02:43:09 PM (ET)
Answer	They are completely separate contracts. This solicitation (RFP) has nothing to do nor will impact franchise hauler agreement.
Published	3/13/2025 05:23:29 PM (ET)
Question	On page 11 of the RFP mentioned the Bid Bond "The Proposal must be accompanied by a Bid Bond (Proposal Bond) issued on a form by a surety satisfactory to the City of Pompano Beach, Florida. Could the city please provide information on the anticipated daily and monthly loads so that the vendor can calculate 5% of the Bid Bond?
Submitted	3/10/2025 02:42:17 PM (ET)
Answer	Since there are no guaranteed tonnages, nor historical data, <u>the requirement for Bid Bond IS REMOVED and is not required for this solicitation.</u>
Published	3/13/2025 05:23:29 PM (ET)
Question	On page 7 of the RFP "Qualifications and References a. Proposer shall clearly and succinctly demonstrate its experience providing the services requested in this RFP. This section of the proposal shall be no more than thirty (30) pages, not including any financial statements, and at a minimum, shall include the following: b. Can the City please clarify that the 30 pages are for: Company Qualifications, Personnel Qualifications and Resumes, Service Performance and References, and Performance History only?
Submitted	3/10/2025 02:42:00 PM (ET)
Answer	Correct as is written. Submittal is up to 30 pages maximum.
Published	3/13/2025 05:23:29 PM (ET)
Question	On the service agreement page 1 stated ... "The contractor shall place compacted fill dirt in ruts or holes created by equipment during the removal of bulky materials and in other impacted areas that pose a danger to the public. Could the city clarify whether the mentioned dirt refers to landscaping areas only, or if it also includes areas where the bulk is on asphalt or concrete?

EASTERN WASTE SYSTEMS - ID #12900

EXHIBIT - B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services LLC 1317 Citizens Blvd Leesburg FL 34748		CONTACT NAME Certificates PHONE (A/C, No, Ext): 800-407-4077 E-MAIL: policies@RRL-ins.com FAX (A/C, No): 321-752-7980	
INSURED Eastern Waste Systems, Inc. 1660 NW 19th Avenue Pompano Beach FL 33069		INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Company INSURER B: Trisura Specialty Insurance Company INSURER C: Westchester Surplus Lines Insurance Company INSURER D: Alliance Assurance INSURER E: Kinsale Insurance Company INSURER F:	
		NAIC # 19879 16188 10172 38920	

COVERAGES

CERTIFICATE NUMBER: 998081971

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	SES154026707	1/18/2025	1/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MIWBUR21C027261	1/18/2025	1/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	01003463960	1/18/2025	1/18/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Pollution Equipment			G73556296 004 MXI9307982421896	9/23/2024 4/8/2024	9/23/2025 4/8/2025	\$1,000,000 limit Rented/Leased \$100K/\$1,000 ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pompano Beach is listed as additional insured.

CERTIFICATE HOLDER

City of Pompano Beach 100 West Atlantic Blvd Pompano Beach FL 33060	CANCELLATION 30 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.