

**AGREEMENT FOR
ROLL-OFF DUMPSTER SERVICE**

THIS AGREEMENT, made this 12th day of August 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and A.J. Panzarella L.L.C., a Florida limited liability company d/b/a Panzarella Waste & Recycling Services, ("Contractor" or "Company"), whose address and phone number are 4581 Weston Road, # 314 Weston, Florida 33331, Phone: 954-320-9594, Fax: 888-522-5064, Email: apanzarella@panzarellawaste.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Invitation to Bid No. 343-11406, Roll-Off Dumpster Service, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated April 28, 2014, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated August 12th, 2014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on June 3, 2014, and shall end on June 2, 2017. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$2,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Pollution/Environmental Insurance

Policy Limit: \$1,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees 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, Contractor agrees that 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.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

City of Fort Lauderdale
By: [Signature]
LEE R. FELDMAN, City Manager

Approved as to form:
[Signature]
Senior Assistant City Attorney

A.J. Panzarella L.L.C. d/b/a Panzarella Waste & Recycling Services

ATTEST:

By: Panzarella Capital Management L.L.C.
Managing Member

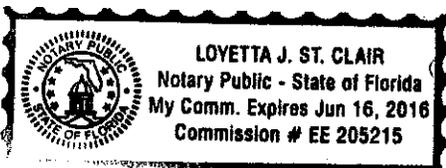
[Signature]
Print Name:
Title: Sec.

By: [Signature]
ALBERT J. PANZARELLA
Managing Member

(SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 7th day of AUGUST, 2014, by Albert J. Panzarella as managing member for Panzarella Capital Management L.L.C., a Florida limited liability company, as managing member for A.J. Panzarella L.L.C., a Florida limited liability company d/b/a Panzarella Waste & Recycling Services.

(SEAL) 

[Signature]
Notary Public, State of FLORIDA
(Signature of Notary Public)

LOYETTA J. ST. CLAIR
(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification NA
Type of Identification Produced NA



EXHIBIT B

Solicitation 343-11406

Roll-Off Dumpster Service

Bid designation: Public



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 343-11406 Roll-Off Dumpster Service

Bid Number 343-11406
Bid Title Roll-Off Dumpster Service

Bid Start Date Apr 10, 2014 4:01:04 PM EDT
Bid End Date Apr 28, 2014 2:00:00 PM EDT
Question & Answer End Date Apr 17, 2014 2:00:00 PM EDT

Bid Contact John T Curran
 Procurement Specialist II
 Procurement
 954-828-4357
 johnc@fortlauderdale.gov

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for 120 days

Bid Comments

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of bulky trash, construction & demolition (C & D) debris, garbage, recyclable materials and yard trash through the use of Contractor-owned roll-off dumpsters serviced by Contractor-owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). Bidder shall quote a firm, fixed price per pull for the specified size container and shall be all-inclusive to include, but not limited to, employee compensation, insurance, equipment, uniforms, transportation, fuel, permits, taxes, franchise fees, ect. The City will only pay the rate quoted and no additional charges. Estimated pulls and number of containers per size has been supplied for reference. Please refer to Attachment A if the Schedule of Services for more detailed information.

Added on Apr 14, 2014:

This addendum is being issued in response to a question posed in BidSync.

Q. On page 16 section 2.09 - the solid waste disposal fee at the Wheelabrator facility is shown as \$41.42 per ton, can you please verify the disposal rate per ton. I thought the rate was \$41.48 per ton at Wheelabrator.

A. The current solid waste disposal fee at the Wheelabrator facility is 41.48 per ton.

Changes made on Apr 14, 2014 1:33:45 PM EDT

New Documents	Addendum 1 Roll-Off Dumpster Service 343-11406.pdf
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Item Response Form

Item 343-11406--01-01 - 10 yard roll-off dumpster pull
Quantity 3 each
Unit Price 8124.56
Delivery Location City of Fort Lauderdale
 No Location Specified

Qty 3

373.68

Description

Enter a fixed price per pull for a 10 yard roll-off dumpster. Please refer to Attachment A Schedule of Services for more information.

Item 343-11406--01-02 - 20 yard roll-off dumpster pull
Quantity 149 each

Unit Price \$124.56

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 149

Description
Enter a fixed price per pull for a 20 yard roll-off dumpster. Please refer to Attachement A Schedule of Services for more information.

Item 343-11406--01-03 - 30 yard roll-off dumpster pull
Quantity 512 each

Unit Price \$124.56

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 512

Description
Enter a fixed price per pull for a 30 yard roll-off dumpster. Please refer to Attachement A Schedule of Services for more information.

Item 343-11406--01-04 - 40 yard roll-off dumpster pull
Quantity 4 each

Unit Price \$124.56

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 4

Description
Enter a fixed price per pull for a 40 yard roll-off dumpster. Please refer to Attachement A Schedule of Services for more information.

Item 343-11406--01-05 - SERVICE CHARGE
Quantity 1 each

Unit Price \$194.80

Delivery Location City of Fort Lauderdale
No Location Specified

Qty 1

Description
ENTER A PRICE FOR A SERVICE CHARGE TO PROVIDE ADDITIONAL SERVICE SUNDAYS, NIGHT SERVICE (6:00PM-7:00AM) AND PRIORITY OR EMERGENCY SERVICE

Supplier Response Form BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by:  * 4/28/14
(Authorized signature) (date)

Name (printed) ALBERT PANZARELLA * Title: Pres. P.C.M. G.P. *

Company: (Legal Registration) A.J. PANZARELLA LLC DBA
PANZARELLA WASTE + RECYCLING SERVICES *

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 4581 WESTON ROAD # 314 *
City: WESTON * State: FL * Zip: 33331 *

Telephone No. 954-320-9594 * FAX No. 888-522-5064 * Email:

A.PANZARELLA@PANZARELLAWASTE.COM
SPANZARELLA@PANZARELLAWASTE.COM

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

Payment Terms (section 1.04): 45 DAYS OR LESS ARE ACCEPTABLE * Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE NO

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

Addendum No.	Date Issued
1	4/10/14
2	4/21/14

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: Albert Panzarella (date)
(Authorized signature)

Name (printed) Albert Panzarella Title: Pres P.C.M. G.P.

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 4581 Weston Road #314

City: Weston State: FL Zip: 33331

Telephone No. _____ F A X No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

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

Addendum No.	Date Issued
2	4/28/14

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?
YES NO

CONFIDENTIAL - INTERNAL USE ONLY

It is requested that you provide a copy of the information requested in the enclosed letter to the appropriate authority in your organization. The information requested is for internal use only and is not to be disseminated outside of your organization. The information requested is for internal use only and is not to be disseminated outside of your organization.

The information requested is for internal use only and is not to be disseminated outside of your organization. The information requested is for internal use only and is not to be disseminated outside of your organization.

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(b)(5)

(b)(5)

CONFIDENTIAL - INTERNAL USE ONLY

Supplier Response Form

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name: Dyplast Products

Address: 12501 NW 38 Ave. Miami, FL

Contact Name: Wilson Vasco or Vincent Fuster

Telephone: 305-921-0015

Company Name: Halmos Properties Inc.

Address: 215 South Andrews Ave. Ft. Laud., FL 33301

Contact Name: Roger Wortman

Telephone: 954-760-4970

Company Name: DRM Waste Management/Bed Bath & Beyond, num

Address: PO Box 659 Forked River, NJ 08731/Various locatio

Contact Name: Cathy Jerold

Telephone: 609-2428800 Ext. 129

2. Number of years experience the proposer has had in providing similar services:

37 + Years

3. Have you ever failed to complete work awarded to you? If so, where and why?

No

4. List appropriate licenses as issued by Broward County.

Broward County Local Business Tax Receipt
Attached #3

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

- 4 - Drivers
- 2 - Customer Service
- 1 - Management #4

Subcontractors are readily available if needed.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.

There are no issues with securing financing for equipment or any additional needs of this contract. See attachment #5

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **apanzarella@panzarellawaste.com**

Supplier Response Form

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

is a **Class A Business** as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(1)

Business Name

is a **Class B Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)

Business Name

is a **Class C Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(3)

A. J. Panzarella LLC
DBA
Panzarella Waste &
Recycling Services

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(4)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)

Business Name

is considered a **Class D Business** as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

(6)

Business Name

BIDDER'S COMPANY: A. J. Panzarella LLC DBA Panzarella Waste & Recycling Services

AUTHORIZED COMPANY PERSON: Albert Panzarella
Pres. P.A.M. G.P.

NAME

SIGNATURE

DATE

4/28/14

Supplier Response Form

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

NAME

RELATIONSHIPS

None

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

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

N/A

revised 11-29-11

Please enter your password below and click Save to save your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **apanzarella@panzarellawaste.com**

Password

		
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* Required fields

Business Plan 2.13

A. Equipment Inventory:

#101	2005	Volvo VN	Rolloff	Excellent Condition	Owned
#103	2006	Mack	Rolloff	Excellent Condition	Leased
#105	2003	Mack	Rolloff	Good Condition	Leased

Additional vehicles will be purchased or leased if we are awarded this bid.

33 Roll Off Containers of various sizes are available for use on this contract. If we are awarded

this contract additional containers will be purchased as needed.

- B. See attached Bidder Questionnaire and additional Information submitted.
- C. See attached Resume and previous experience of the owners present and past Companies he has owned.
- D. Same as "C" above.
- E. Our dispatch yard (approximately ½ acre) is located at 4701 Oakes Road Davie, FL 33314. It consists of container storage, maintenance area, dispatch office. We have an additional offices, maintenance, storage located at 4700 N. Powerline Road, Oakland Park which we lease a portion of from an affiliated company and our legal address is 4581 Weston Road #314 Weston. Personnel are listed on the "Employee List #32". All dispatching communication is done through cell phones.
- F. Additional information has been submitted as an attachment.

Features and Benefits Of Panzarella Waste & Recycling Services

Our Company

Panzarella, is a locally owned and operated company that has been providing personalized solid waste and recycling services to many satisfied customers through its various companies (see detailed list) in the South Florida area for over 30 years and since its origin in 1945 outside the area for over 60 years. A 3rd generation is now carrying on the Company's respected reputation. The total combined management experience for this team is over 100 years. The service we provide to our customers (residential, commercial, industrial, cities, counties, construction waste, and recycling) is very important, especially in South Florida's tropical climate. The service must be reliable and on time.

Material Recovery Facilities (MRF)

Transfer/Recycling Services was the first licensed MRF in Broward County Florida, prior to recycling being the politically correct thing to do. We had the foresight to see the need prior to 1990 in offering recycling services to our customers, even prior to the State of Florida passing the "Solid Waste Management Act of Florida" in 1994 compelling all Counties to recycle and reduce their waste stream by 30%. There are a number of facilities we have agreements to use, or have owned in the past. We believe in preserving the environment for future generations.

Our Trucks

Rigid preventive maintenance programs on all of our equipment are performed by certified mechanics in our facilities or dealer equipped facilities. The result; a fleet that lasts longer and has fewer on the road breakdowns. Our fleet follows DOT guidelines and has full yearly inspections per DOT criteria for safety reasons. *Panzarella* trucks are equipped with communication devices in order to respond to customer requests for unscheduled or emergency service.

Our Drivers

Our drivers are DOT trained, certified and uniformed. We try to keep the same driver on your route at all times so you will be familiar with him. Our drivers receive ongoing safety training and are awarded safety bonuses, which helps reduce or eliminate accidents.

Our Containers and Compactors

Panzarella has an extensive inventory of containers from 1 to 8 yards, which allows us through our exchange program periodic replacement of your container with a new or rebuilt one when a replacement is necessary.

10 through 40 yard open top containers are available for non compactable, bulky, dry, hi volume, or construction debris.

Compactors are available in a variety of sizes and installations. There are self container compactors for "wet trash" and "detachable break away" units for high volume dry trash.

Our Sales People

Our salespeople are thoroughly trained, with special emphasis on customer service, inquiries, and needs.

Salespeople are equipped with portable communications devices for prompt response to customer requests.

Our Inside Sales/Customer Service Staff

Management and office personnel are responsive to customer's inquiries and needs. They are there to see that you are satisfied with our service.

You can count on *Panzarella* to provide the most economical collection, processing, and disposal services.

If you have any other questions about any of our services we provide, please feel free to contact me.

Albert Panzarella
President/CEO

The Family of Panzarella Owned/Affiliated/Managed Companies Operated from its origin in 1945

M. Panzarella Disposal Service

Piscataway Disposal Service

D.J. O'Connor Sanitation Service

Larry O'Connor Sanitation

Transfer/Recycling Services

Panzarella Waste Services

Eco Waste Transfer & Recycling

County Recycling & Waste Transfer

Panzarella Waste & Recycling Services

Residential/Commercial Waste Collection New Jersey

Residential, Multifamily, Commercial, and Industrial
Waste Collection New Jersey

City of Wilton Manors, Florida, exclusive Residential
(3200 + Units) & Multifamily (1,000 + Units),
Commercial Collection, total 4200 + units.

Full Service Solid Waste Collection
4200 Residential Units Broward County, Florida District
6, Solid Waste, Recycling, Bulk Waste Services
40,000 + Residential Units City of Ft. Lauderdale,
Florida

Exclusive Recycling Service
City of North Bay Village Exclusive Commercial
Recycling

Broward County School Board Exclusive Recycling all
Broward County Schools
Galleria Mall, Coral Ridge Mall, Pompano Fashion
Square (Major South Florida Shopping Malls)
Port Everglades
Publix, Crystal Water, and numerous other major
South Florida businesses

First Licensed MRF in Broward County, Florida

Full Service Solid Waste, Recyclable/Recovered
Materials Collection
Coca Cola, City Furniture, Gulfstream Racetrack, and
numerous additional South Florida Businesses
Broward Mall, Pembroke Lakes Mall

MRF/Recovered Materials Facility Pembroke Park, FL

MRF/Recovered Materials Facility OpaLocka, Florida

Full Service Solid Waste, Recyclable/Recovered
Material Collection

List of Municipal References, Past and Present

<u>Account</u>	<u>Type Service</u>	<u>Contact</u>
City of Ft Lauderdale	40,000 + single family homes	R.C. Nicholson (deceased) See attached letter Carol Harp (assistant) 954-828-3333
Unincorporated Broward County District 6	4200 single family homes	Peter Foye 954-577-2395 See attached letter
City Docks of Ft Lauderdale	Individual service for City owned Docks	Jamie Hart, Dock master (retired) See attached letter
City of North Bay Village	Exclusive Commercial Recycling	James DiPietro, City Manager (retired)
City of Wilton Manors	3200 + single family homes 1000 + multifamily units.	Christina S. Coats (retired) See attached letter

See attached letters of Reference

Business names and arrangements with customers over the years may continue, change or terminate for various reasons, but the Principals that built the Business through their personal goodwill, and unprecedented customer service loyalty, create relationships that last forever.

These are the Partnerships we have built our business on over the years.

The Panzarella Family would like to Thank all of our past, present, and future customer's for giving us the opportunity to serve you through our mutually beneficial relationships.

Resume of Service

1999-1945 Marion Panzarella :

Owner/Founder of M. Panzarella Disposal Service, Piscataway, N.J. Owned and operated this company and Piscataway Disposal Service from 1945-1976. During this time period Albert Panzarella worked for these companies from 1963-1972 and managed the companies from 1972-1976. Marion Panzarella acted in a consultant's capacity from 1976-1999 (deceased).

Present-1976 Albert J. Panzarella:

Telephone: (954) 349-2078 • Cell: (954) 609-4220 • Fax: (954) 389-3662 • alpanz@aol.com

PROFESSIONAL EXPERIENCE

2008 – Present

Panzarella Waste & Recycling Services

Managing Member/President/CEO – Fort Lauderdale, Florida

This company was founded in February 2008 when there was a need for a reliable company to haul recyclable material from County Recycling & Waste Transfer.

The business plan for this company includes the addition of a 3rd generation family member as well as seeking additional growth opportunities through acquisitions and past contacts.

2006 – Present

PKO LLC dba County Recycling & Waste Transfer

LLC Manager - Miami, Florida

Consulted in the acquisition of real property with existing DEP/DERM Permits for a C&D Transfer Station. Purchased equipment, interviewed & hired employees including operations manager, equipment operators, and sorters. Coordinated improvements to building. Filed registration with the State of Florida for a "Recovered Materials Facility".

Consulted and obtained the services of an engineer to apply for a DEP/DERM Permit major modification which will allow for an increase of incoming and storage of additional materials and allow for a change to a "Material Recovery Facility" (MRF).

2005-2006

AJ Panzarella Environmental Services LLC

Managing Member/President/CEO - Phoenix, Arizona

This company was founded in November 2005 to acquire a full service solid waste collection company with reoccurring monthly revenue in the growing Arizona market. The intended target company's acquisition was not completed due to a change on the seller's part.

A roll off company was started with no revenue in January 2006. Monthly revenue increased each month to a peak of \$45,000 in November 2006. In December 2006 this company was merged with another local company because of a more advantageous opportunity. A consulting/member position was retained with the newly merged company.

2004 – Present
(Perpetual Status)

Panzarella Capital Management, LLC
Managing Member/President/CEO - Weston, Florida
Business/Acquisitions, Consulting & Management Services

2000 – 2003

Panzarella Waste Services
Eco Waste Transfer & Recycling LLC
Wholly owned subsidiaries of P & C Holdings LLC
President/Founder - Fort Lauderdale, Florida

Panzarella Waste Services, a full service solid waste, recycling and recovered materials collection company, was founded in January 2000 with no previous clientele, and no revenue. Eco Waste Transfer & Recycling, a fully licensed Material Recovery Facility (MRF), was purchased in May 2000 with approximately \$300,000.00 per year in revenue.

Revenue for the combined companies was \$5,379,198 in 2002 and is poised through growth to exceed \$6,000,000 in 2003.

The management experience, of all combined principals and key personnel, is over 100 years in areas of the services offered by the customers previously serviced, including commercial, residential, industrial, and construction exceeds 50,000.

Sold the company in November 2003.

1997 – Present
(Perpetual Status)

Panzarella Family Limited Partnership
Panzarella Family Investments Inc.
Managing Member/President - Weston, Florida
Managed Privately and Partnership Held Investments/Real Estate

1980 – 1996

Larry O'Connor Sanitation Service
Transfer/Recycling Services
Divisions of A.J. Panzarella & Company Inc.
President/CEO - Fort Lauderdale, Florida

Purchased Larry O'Connor Sanitation Service, a full service solid waste & recycling collection company, in 1980, revenue was \$168,000 per year. Sited the first fully licensed Material Recovery Facility (MRF)/Transfer Station in Broward County, Florida in 1988; Transfer/Recycling Services.

Municipal contracts included, but were not limited to the City of Fort Lauderdale, Florida recycling service for over 45,000 units and solid waste, recycling, bulk waste collection service to Broward County, Florida District 6 for over 4,000 units.

Through growth and acquisition the company's revenue base, servicing commercial, industrial, residential, and municipal contracts grew to exceed \$6,500,000 at the time of its merger with publicly owned Republic Industries (now known as Republic Services) in 1996.

ALBERT J. PANZARELLA

(Continued)

1976 – 1980

D.J. O'Connor Sanitation Service

President/CEO - Fort Lauderdale, Florida

Full service solid waste collection company servicing the City of Wilton Manors, Florida.

Residential accounts exceeded 3500 and commercial 500.

Approximate yearly revenue: \$540,000.00.

Sold the company in 1980.

1960 – 1976

M. Panzarella Disposal Service

Piscataway Disposal Service

Operations Manager/General Manager - Piscataway, New Jersey

Full service family owned solid waste collection company servicing Central New Jersey.

Was initially hired as a part time laborer and driver in family owned business.

Company was sold in 1976 to relocate to Florida.

PROFESSIONAL AND COMMUNITY PAST AND PRESENT AFFILIATIONS

National Solid Wastes Management Association

State of Florida

Steering Committee

Florida Recyclers Coalition

Vice President

Broward Waste Haulers

President

Dade County Waste Haulers Council

Member

Various Chambers of Commerce

Mediterranean Condominium Association

Board of Directors, President

Present – 2005 Joseph Panzarella:

A 3rd generation family member worked and trained for A.J. Panzarella Environmental Services LLC in industry administrative skills, sales, dispatch, and customer service. Obtained Class A CDL License and Florida Material Recovery Facility (MRF) Operator Certification. Trained in heavy equipment operation, maintenance, and customer service for position of Assistant Operations Supervisor County Recycling & Waste Transfer. Driver/Vehicle Maintenance, Customer Service, Assistant Operations Supervisor for Panzarella Waste & Recycling Services.

1984 - 1996/2000 - 2005/2011 - Present Allan R. Lange:

Through the 30 years of experience in the solid waste and recycling industry in South Florida, experience includes customer service, dispatching, supervision of employees at MRF's, routes, maintenance of trucks and heavy equipment. See attached resume

The balance of any personnel needed which would be directly or indirectly involved with this contract, would have a minimum of 5 years working experience in the industry, or be working along with another employee meeting these requirements. Additional personnel with the required experience requested would be from available from other sources within the industry, unemployed industry professionals, which may be without positions due to economic conditions or consolidations within the industry,

Qualifications, Technical, and Financial Requirements

Company History:

Panzarella Waste & Recycling Services was incorporated in 2008. The long history of additional *Panzarella* owned companies is itemized in the Resume section of our submittal material dating back to its origination in 1945. Albert Panzarella, current owner, President/CEO has had Management/Control of these various entities since 1972; over 30 years in the industry.

Operational Plan/Equipment:

The service required by the City as specified in their request of RFP/Bid will be provided by the number of vehicles and assigned drivers/crews as applicable to properly service the contract. No vehicles will be allowed to leave the City without first checking with our dispatcher. The dispatcher would be able to handle any potential problem the same day before the vehicle leaves the area. If needed on a daily basis, communication between our dispatcher and a designated city employee can resolve any potential problems that may arise.

Our company would make every attempt to make the change in contractors with the least amount of disruption to the residents as possible. In most cases service days would remain the same. Route Supervisors will constantly be in contact physically and through portable communications with the drivers to ensure quality service to the residents, especially during the initial startup.

Equipment needed to service this contract could be used from existing equipment or additional equipment readily available, which would be purchased or leased. If a mechanical breakdown should occur a minimum of one spare vehicle for every 5 route vehicles would be available.

Ability to Comply:

All ordinances, rules, regulations, requirements, etc. as stipulated in the specifications will be complied with just as our companies have always complied with in any city or county we have operated in.

Professional Affiliates and Principal Suppliers

A.J. Panzarella LLC dba Panzarella Waste & Recycling Services

Mailing Address: 4581 Weston Road #314
Weston, FL 33331

(954) 320-9594 Telephone
(877) 720-9594 Toll Free
(954) 389-3662 Fax

Solid Waste, Recyclable Material Collection, Processing & Disposal Services
Established: 2008 Florida LLC
FEIN: 26-1880154

Management Company/Corporate Officer:

Panzarella Capital Management
Albert Panzarella, President/CEO
4581 Weston Road #314
Weston, FL 33331

Banking:

Stonegate Bank
1430 N. Federal Highway
Fort Lauderdale, FL 33304

Contact: Jill A. Roster, Senior Vice President or Jerry Grace, Vice President
Telephone: (954) 315-5500 Fax: (954) 548-3489

Current Professional Affiliations:

Corporate C.P.A.: De Meo, Young, McGrath, a Professional Services Company
2400 East Commercial Boulevard, Suite 517
Fort Lauderdale, FL 33308
Contact: Robert McGrath Telephone: (954) 351-9800

Corporate Counsel: Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.
One Financial Plaza, 23rd Floor
100 SE Third Avenue
Fort Lauderdale, FL 33394
Contact: Joel Fass Telephone: (954) 492-4010

Trade References:

Broward County Board of Commissioners
Solid Waste & Recycling Services
1 North University Drive, Suite 400

Plantation, FL 33324
Contact: Elliott Auerhahn

Telephone: (954)765-4202

Fax: (954) 577-2391

Center Capital Corporation
P.O. Box 330

Hartford, CT 06141-0330

Contact: Accounts Payable

Account #: 010-0058177-001

Telephone: (800) 800-0601

First Insurance Funding Corporation

450 Skokie Blvd., Suite 1000

P.O. Box 3306

Northbrook, IL 60065-3306

Contact: Accounts Payable

Account #: 02295-0001-0896389

Telephone: (800) 837-2511

Fax: (847) 374-3010

Truck Max

6000 NW 77 Ct.

Miami, FL 33166

Contact: Accounts Payable

or Joseph DeMarie

Telephone: (305) 592-3800

Port Consolidated Inc.

PO Box 350430

Fort Lauderdale, FL 33335

Contact: Nancy

Accounts Payable

Telephone: (957) 527-1191

Iron Container

3230 NW 42 St.

Miami, FL 33142

Att: Maria or John Martorana

Telephone: (305) 726-2150

Fax: (305) 400-4822

2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000011930

Entity Name: A.J. PANZARELLA L.L.C.

Current Principal Place of Business:

4581 WESTON ROAD
#314
WESTON, FL 33331

FILED
Jan 18, 2014
Secretary of State
CC8409197668

Current Mailing Address:

4581 WESTON ROAD
#314
WESTON, FL 33331

FEI Number: 26-1880154

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FASS, JOEL SESQ.
100 S.E. 3RD AVENUE
23RD FLOOR
FORT LAUDERDALE, FL 33394 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name PANZARELLA CAPITAL
MANAGEMENT, L.L.C.
Address 4581 WESTON ROAD, #314
City-State-Zip: WESTON FL 33331

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA

PRES. PCM GP

01/18/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date

2014 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L04000010107

Entity Name: PANZARELLA CAPITAL MANAGEMENT LLC

Current Principal Place of Business:

4581 WESTON ROAD
314
WESTON, FL 33331

Current Mailing Address:

4581 WESTON ROAD
314
WESTON, FL 33331 US

FEI Number: 90-0146600

Name and Address of Current Registered Agent:

MORRALL, MATTHEW E
2850 N. ANDREWS AVE.
FORT LAUDERDALE, FL 33311 US

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name PANZARELLA, ALBERT J
Address 333 SUNSET DR
#307
City-State-Zip: FORT LAUDERDALE FL 33301

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALBERT PANZARELLA

PRES

01/18/2014

Electronic Signature of Signing Authorized Person(s) Detail

Date



CITY OF
FORT LAUDERDALE

Service of America

July 20, 1995

Larry O'Conner Sanitation Service
7060 SW 22nd Court
Davie, Florida 33317

To Whom It May Concern:

As of this date, Larry O'Conner Sanitation Service has been providing curbside recycling collections to approximately 40,000 residential units the City of Fort Lauderdale for a period of over eight months. These services are provided under a contract for an initial term of three year with provision for two, two year extensions.

During the start-up of service under the contract, the O'Conner persone and supervisors were extremely conscientious and cooperative, They expended every effort to insure that the program got off to a successful start, and that both City staff and residential customers were satisfied with all the routes and services. During the eight months since the beginning of the contract, O'Conner Sanitation has performed admirably. They have responded rapidly to any complaints and have generally provide high quality service with a minimum of problems. I can recommend their services without reservation.

If there are any questions or if additional information is needed, I can contacted at 305-492-7812 weekdays.

R. C. Nicholson
Collection and Recycling Manager



Office of Environmental Services
Solid Waste Management Division

200 Park Central Blvd., Suite 3
Pompano Beach, FL 33064
[Fax (305) 978-1172]

February 19, 1991

TO WHOM IT MAY CONCERN:

RE: Larry O'Connor Sanitation

Larry O'Connor Sanitation has operated a Solid Waste Collection franchise with Broward County since January 1990.

They furnish solid waste collection services for 4,167 residential units in our unincorporated area. They have always complied with all the terms and conditions of the contract with Broward County and have always supplied satisfactory service to our customers as well as being responsive to our requests.

They have a very low complaint record and all complaints are resolved immediately when advised. In addition to the overall contractual requirements, Larry O'Connor Sanitation has proven exceptionally responsive in cooperating with the County by participating in community clean-up projects, volunteering services and equipment.

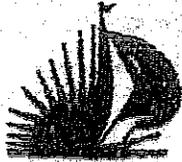
Overall Larry O'Connor Sanitation, Inc. has proven to be a very reliable franchisee.

If I can be of further assistance, please do not hesitate to contact my office.

Sincerely,

Peter Foye, Director
Solid Waste Management Division

PF/LV/aht



CITY OF
FORT LAUDERDALE
FLORIDA

P. O. DRAWER 14250 • 33302

September 1, 1989

TO WHOM IT MAY CONCERN:

This is a letter of recommendation for A. J. Panzarella and Company, Inc. (Larry O'Connor Sanitation)

The City of Fort Lauderdale has had an agreement with Larry O'Connor Sanitation for the past three years. During this time, Mr. Panzarella has provided an excellent service at very reasonable rates. He is reliable, dependable and very easy to work with. There have been several instances where Mr. Panzarella has gone out of his way to make an extra trash pickup or provided additional dumpsters on a moments notice.

I would strongly recommend that you give every consideration to hiring Larry O'Connor Sanitation. I am certain you will be satisfied with the service they provide. If you should require any additional information, please contact me at (305) 761-5423.

Sincerely,


Jamie Hart
Supervisor of Marine Facilities

C. C. A. J. Panzarella

4-89-59



Public Works Department
Office of Integrated Waste Management
Recycling and Contract Administration Division
201 S. Andrews Avenue, Fort Lauderdale, FL 33301-1031
(305) 765-4202 • FAX 765-4237

October 14, 1992

Mr. Al Panzarella
Larry O'Connor Sanitation Service
P. O. Box 291687
Fort Lauderdale, Florida 33329

Re: Hurricane Andrew Clean-up

Dear Al:

In reference to your letter dated October 5, 1992, I was pleased to learn that you completed your area clean-up.

On October 13, 1992, the County Commission approved your contract amendment and associated Action Plan for Hurricane Andrew. The Action Plan recognizes that some "secondary piles" may require attention. The Plan allows use of compactor vehicles or open-container/truck loads by special machinery. The terms continue until November 1, 1992.

We plan to inform all unincorporated residents of the November 1st resumption of normal bulk rules. A flyer notification will be mailed to each residence. We will remind residents to keep vegetative waste separate from other bulk items. Mixed loads will be examined by staff and Code Enforcement personnel. Only hurricane debris will be given special attention.

Please note that your contract amendment did not waive regular bulk collection. It allows priority attention to vegetative debris, and I anticipate that regular bulk items will receive attention in the normal course of efforts.

Your firm was very responsive to our clean-up requests and we appreciate your actions. Thanks.

Sincerely,

Peter Foye
Director

PF:mg



CITY OF FORT LAUDERDALE P. O. DRAWER 14250 FORT LAUDERDALE, FLORIDA 33302

April 25, 1990

Mr. Al Panzarella
O'Connor Sanitation
P. O. Box 291687
Ft. Lauderdale, FL 33329

Dear Mr. Panzarella:

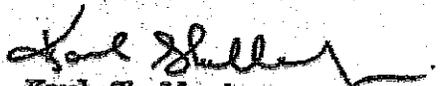
We would like to take this opportunity to express our sincere appreciation for your active support in the 1990 Bag-a-Thon.

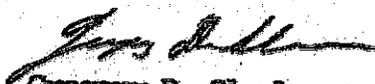
As you may have already heard, the Bag-a-Thon was a great success. Through citizen participation, corporate involvement, and community spirit, our environment is cleaner as well as a safer place to live.

Your donation to the cause made this project possible. The collection and disposal of solid waste is what the Bag-a-Thon project is all about. Your assistance contributed to the programs interest and success.

On behalf of the City of Fort Lauderdale Utilities Department, we thank you.

Sincerely,


Karl Shallenberger
Environmental Inspections


Gregory D. Slagle
Solid Waste Division

GS/bf4279-3

Utilities Department (305) 776-5151

Our Mission: To be recognized by our customers for providing superior service in a professional manner.

WILTON MANORS
FLORIDA

524 NORTHEAST 217 COURT
WILTON MANORS, FLORIDA 33305
PHONE 565-2487

September 30, 1986

TO WHOM IT MAY CONCERN:

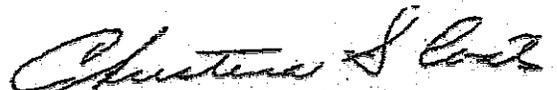
For over twenty (20) years the City of Wilton Manors was serviced by D. J. O'Connor Sanitation Co.

We have found their service to be excellent. This department received no complaints about their service.

They were also very cooperative when asked to help out with City functions such as waterway cleanups and special events held by the City.

Yours Truly,

CITY OF WILTON MANORS



Christina S. Coats
Asst. to Bldg Ofc.

CSC:



LORI NANCE PARRISH, COMMISSIONER
Board of County Commissioners
(305) 357-7005 • FAX (305) 357-7295

October 28, 1992

Al Panzarello
Larry O'Connor Sanitation
P. O. Box 291687
Fort Lauderdale, FL 33329

Dear Al:

Now that Hurricane Andrew and most of his aftermath is finally behind us, I want to let you know how much I appreciate your extra efforts during this difficult time. It was good to know that we could call on you with complaints, questions, and concerns our office was getting from residents and that you handled them in as timely a manner as the situation allowed.

Please share my thanks and appreciation to your staff for all the extra time, energy, and commitment they gave to help the citizens of our community. They all did a great job.

Keep up the good work!

Sincerely,

Lori Nance Parrish

LNP/ml

Attachments

#1 - Insurance

#2 - E - Verify

#3 - Tax Receipts

#4 - Employees

#5 - Financial

#6 - Addendums

#7 - Additional Information



ATTACHMENT # 1

AJPANZAR-1

JKC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2014

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 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 Exclusive Programs, Inc. www.exclusiveprograms.com PO Box 29-4170 Boca Raton, FL 33429-4170		CONTACT NAME: PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED A. J. Panzarella LLC dba Panzarella Waste & Recycling Services 4851 Weston Road, Suite 314 Weston, FL 33331		INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance Company INSURER B: Plaza Insurance Company INSURER C: Bridgefield Employers Ins. Co INSURER D: INSURER E: INSURER F:	
		NAIG # 30945	

COVERAGES **CERTIFICATE NUMBER:** **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 ISSUR (NSD / 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"/> PROJ. <input type="checkbox"/> LOC OTHER:	X	VBA289832	3/13/2014	3/13/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		PAL000158-01	3/13/2014	3/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ EACH OCCURRENCE \$ AGGREGATE \$
C	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	830-42617	7/21/2013	7/21/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ft. Lauderdale is listed as additional insured with respect to the general liability coverage.

CERTIFICATE HOLDER City of Ft. Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301-	CANCELLATION 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 <i>Wm Comiskey, Jr.</i>
--	---



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the **A. J. PANZARELLA LLC (Employer)**. The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



City of Weston
 17200 Royal Palm Boulevard
 Weston, Florida 33326
 (954) 385-2000

ATTACHMENT #3

City of Weston Business Tax Receipt

Receipt Effective:

10/01/2013 - 09/30/2014

Name and Address of Business:

A. J. Panzarella L.L.C.
 4581 Weston Road, PMB 314
 Weston, Florida 33331

Contact Information:

Name: Albert Panzarella.
Phone: (954) 320-9594

Business Tax Category:

Limited Business: Home Occupation; Business with only a Post Office, Private Mail Box or Registered Office in the City

RECEIPT NO. 2014-105876

1. This receipt **MUST** be renewed on or before **September 30th** of each year. Business Tax renewals are the responsibility of the business and shall occur during the 90-day period prior to September 30th of each year. Renewal notices are provided as a courtesy and are not required for renewal purposes.
2. This receipt **MUST BE DISPLAYED** within 10 FEET of the entrance inside your business establishment.
3. The City of Weston must be notified of any changes of name, address or ownership.

10/23/2013
 Date Issued

David E. Keller, Assistant City Manager/CFO

detach and keep this section for your records

City of Weston Business Tax Receipt

Limited Business: Home Occupation; Business with only a Post Office,
 Private Mail Box or Registered Office in the City

\$165.37

RECEIPT NO. 2014-105876

TOTAL BUSINESS TAX:

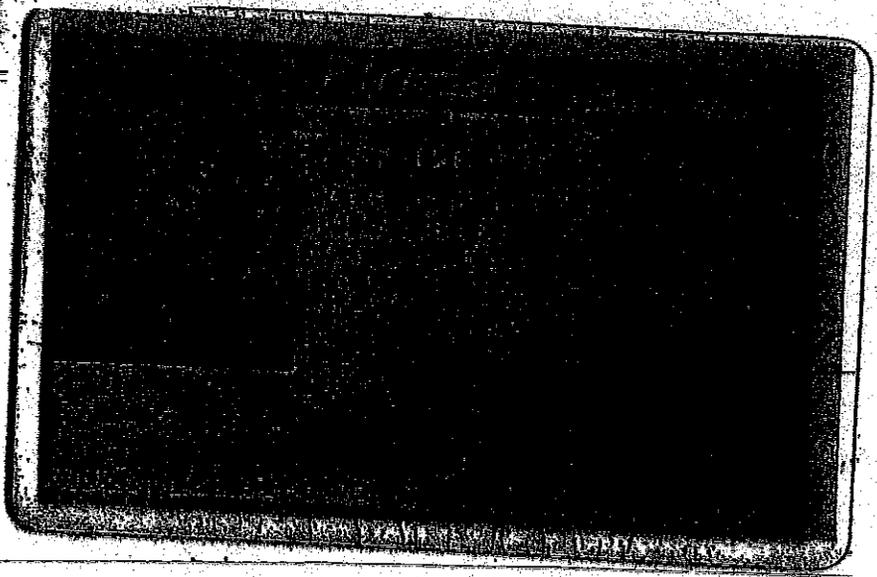
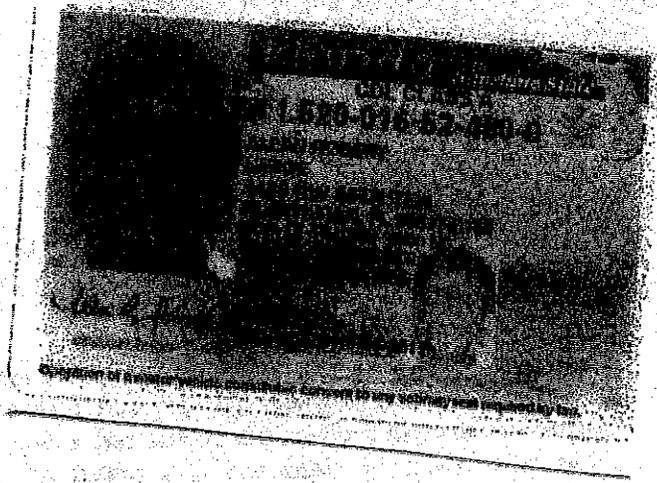
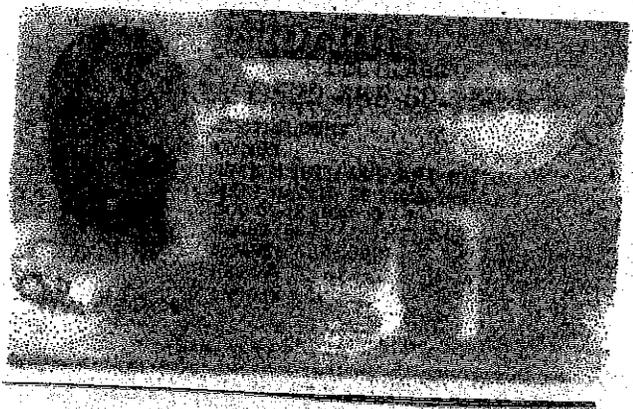
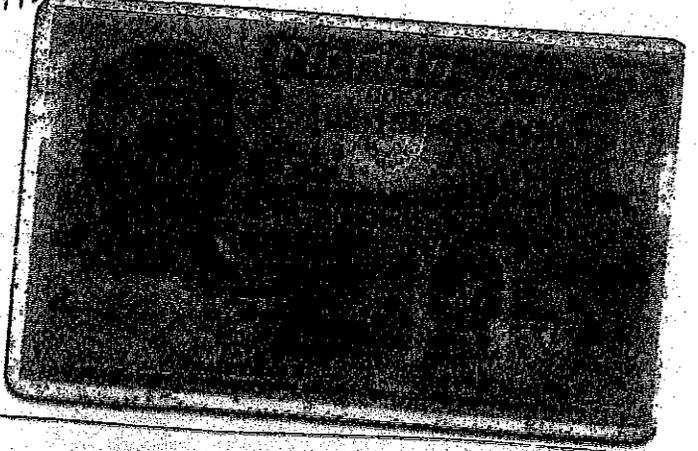
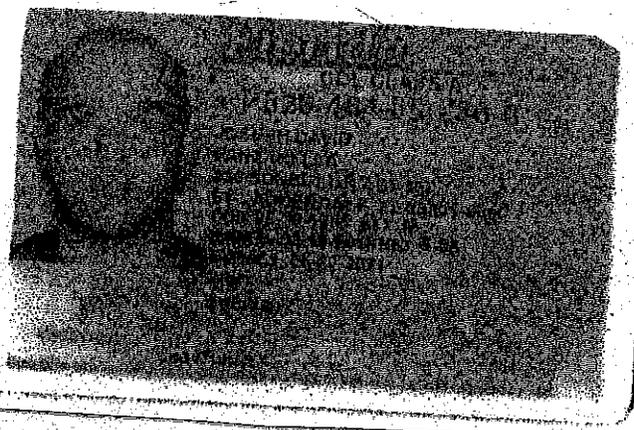
\$165.37

ATTACHMENT #4

Employees #32

Joseph Panzarella	Operations Supervisor	333 Sunset Dr. #307	Ft. Laud., FL 33301
Allan Lange	Driver	1430 SW 66 Terr.	Plantation, FL 33317
John Bynes	Driver	1715 N. 16 Ave.	Hollywood, FL 33020
Douglas Ribak	Driver	101 NE 51 St.	Ft. Laud., FL 33334
Merrewilned Mondesir	Cust. Service	3649 Jackson Blvd.	Ft. Laud., FL 33312
Daniel Spurgeon	Mechanic	1725 NW 8 Ave.	FT. Laud., FL 33311

ATTACHMENT # 4



DE MEO, YOUNG, McGRATH
A PROFESSIONAL SERVICES COMPANY

SUITE 517
2100 EAST COMMERCIAL BOULEVARD
FORT LAUDERDALE, FLORIDA 33309
(954) 851-8800
FAX (954) 938-8883
dym@dymco.net

ANTHONY DE MEO, CPA*, ABV, PFS
ROBERT E. McGRATH, CPA
ROBERTA N. YOUNG, CPA

SUITE 458
2424 NORTH FEDERAL HIGHWAY
BOCA RATON, FLORIDA 33431
(561) 447-8800
FAX (561) 391-8858
boca@dymco.net

MICHAEL I. BLOOM, CPA
DAVID B. PRICE, CPA

*regulated by the State of Florida

September 3, 2009

To whom it may concern:

This firm has represented Mr. Albert Panzarella as accountant and financial advisor for over 30 years and I have personally known him for over 20 years. I highly respect his business acumen and integrity.

In my capacity as a partner in the firm, Mr. Panzarella has represented to me that personally and through various entities that he solely owns, that he controls extensive assets that are highly diversified through various investment brokers, banks, and real estate holdings. A portion of these assets are liquid and a large portion can be liquidated in a matter of days if additional cash is needed for any business opportunities.

Mr. Panzarella has used this strategy among others to finance companies he has purchased or started in the past, which have all been successful ventures.

If you have additional questions, please feel free to contact me.

Very truly yours,



Robert E. McGrath, CPA, MBA
REM/br

DYM

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS; MANAGEMENT CONSULTING SERVICES DIVISION; SEC PRACTICE SECTION;
PRIVATE COMPANIES PRACTICE SECTION; TAX DIVISION • FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • INSTITUTE OF BUSINESS APPRAISERS



#5

August 7, 2009

To Whom It May Concern:

This letter is to confirm A J Panzarella LLC is a current customer of Stonegate Bank since 2006. All accounts have been handled as agreed and Mr. Panzarella is a valued customer of Stonegate Bank. All future finance requests will be considered.

Please feel free to contact me at (954) 315-5505 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill A. Roster".

Jill A. Roster
Senior Vice President
Commercial Loan Officer



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

C

ADDENDUM NO. 1

ITB/RFP 343-11406
Roll-Off Dumpster Service

ISSUED April 10, 2014

1. This addendum is being issued to make the following change:

Correct the stated price of \$41.42 solid waste disposal fee at the Wheelabrator Facility to \$41.48

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

PANZARELLA
WASTE & RECYCLING SERVICES
4581 WESTON ROAD #314
WESTON, FLORIDA 33331

Company Name: _____
(please print)

Bidder's Signature: _____

Date: 4/28/14



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

#L

ADDENDUM NO. 2

ITB/RFP 343-11406
Roll-Off Dumpster Service

ISSUED April 21, 2014

1. This addendum is being issued to make the following change:

To replace Part II Technical Specifications / Scope of Services part 2.14 paragraph 6 in respect to franchise fees:

The City's Franchise Fee applies to this contract and is currently established as 23% of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 23% of the total invoice amount less all applicable disposal fees.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Deputy Director of Finance

PANZARELLA
WASTE & RECYCLING SERVICES
4581 WESTON ROAD #314
WESTON, FLORIDA 33331

Company Name: _____
(please print)

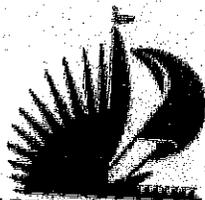
Bidder's Signature: _____


Date: _____
4/28/14

Supplier Response Form
**CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE**

343-11406

Roll-Off Dumpster Service



CITY OF FORT LAUDERDALE

John T Curran

954-828-4357

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

ITB # 343-11406

TITLE: Roll-Off Dumpster Service

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Bidder or Contractor, to provide collection and disposal of bulky trash, construction & demolition (C & D) debris, garbage, recyclable materials and yard trash through the use of Contractor-owned roll-off dumpsters serviced by Contractor-owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist John Curran at (954) 828-4357 or email at jcurran@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT

There will not be a pre-bid conference or site visit for this Invitation to Bid. It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must

demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. **PRICING AND DELIVERY**

Contractor must quote a firm, fixed annual price for all services stated in the ITB. Failure to provide costs as requested in this ITB may deem your bid non-responsive.

07. **BID DOCUMENTS**

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. **AWARD**

Contractor must bid on all items. Partial bids will not be considered.

09. **PRICE VALIDITY**

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. **GENERAL CONDITIONS**

General Conditions Form G-107 Rev. 10/13 (GC) are included and made a part of this ITB.

11. **NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. **CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. **RULES AND SUBMITTALS OF BIDS**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. **CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the

expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

15. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of 3 years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the Index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

16. **SERVICE TEST PERIOD**

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

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

17. **CONTRACT COORDINATOR**

The City shall designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

18. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

19. **INVOICES/PAYMENT**

The bill or invoice for services rendered under this contract shall be prepared monthly in a manner specified by the Contract Coordinator and rendered for payment to the City of Fort Lauderdale's Finance Department in the month following the month within which the services were received. The City requires separate invoices for each department receiving services from the Contractor. Regularly scheduled services provided to all departments will be billed to the Public Works Department. Invoices shall be clear and conform to specifications so that they can be checked for accuracy. The information on the invoice must include:

1. Request: name and department
2. Billing account number
3. Location name
4. Location address
5. Size of container pulled (in cubic yards)
6. Service actions listed by service date and time
7. Total unit cost (per container/cubic yard)
8. Disposal volume in tons or pounds per pull/action and associated disposal fee

The Contract Coordinator must approve information on the Contractor's monthly invoice or bill. **The disposal billed shall be a direct pass through to the City. There shall be no disposal surcharges.**

Payment will be made after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

20. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**
Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

21. **DELETION OR MODIFICATION OF SERVICES**
The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

22. **INSURANCE**
The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in

accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability;

Limits: Combined single limit bodily injury/property damage \$2,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence

Pollution/Environmental Insurance

Policy Limit	\$1,000,000 per occurrence
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A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

23.

SUB-CONTRACTORS

The City will not allow use of sub-contractors during the term of this contract.

24. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**
The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

25. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

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

27. **SAFETY**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a

roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

28. **LOBBYING ACTIVITIES**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf.

29. **BID TABULATIONS/INTENT TO AWARD**

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Division at 954-828-5933.

30. **VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Bidder's response to this ITB.

31. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

32. **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal:**

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

2.01. DEFINITIONS

Solid Waste - Solid waste shall include, without limitation, all waste accepted at the Wheelabrator waste to energy facilities as processable waste including; garbage, food scraps, food containers, rubbish, refuse and garden or horticultural trash. Excludes recyclable materials that are source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable waste.

Recyclable Material - Means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential can be feasibly recycled.

Bulk Waste - Those items that are not acceptable as processable waste including furniture, white goods and small appliances.

Construction & Demolition (C & D) - shall refer to discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to: steel, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction and 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 as defined under Section 403.703, Florida Statutes, or applicable regulations promulgated thereunder.

Yard Trash- shall refer to any waste, substance, object or material deemed yard trash under Section 403.703, Florida Statutes or applicable regulations promulgated thereunder, including vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

Unacceptable Waste shall refer to: (a) Hazardous Waste, (b) lead acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium-containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs) or items of waste that would reasonably be believed to be likely to pose a threat to health or safety or the acceptance and disposal of which are prohibited by state or federal law.

2.02. PERFORMANCE BY THE CONTRACTOR

The Contractor shall collect and dispose of solid waste, bulk waste, construction and demolition debris and recyclable material from various City locations. Collections are to be made from bulk containers or dumpsters (10, 20, 30, or 40 cubic yards in size) by use of roll-off loader trucks.

Attachment A is a list indicating location, number, size of containers, etc. Locations, sizes of containers and frequency of pickup listings are estimates as actual service levels could be different due to the changing nature/volume of solid waste generated. The cost per cubic yard must be the same for every location.

During the contract period, the City may make any changes to this list as necessary by notifying the Contractor in writing. Changes may include new service locations, location increases or

decreases in number and/or size of containers and the changes to the frequency of pickup. Contract costs shall remain the same regardless of increases or decreases in service.

2.03. COMPLAINTS

The Contractor shall make every possible effort to resolve all complaints within twenty-four hours from the receipt of the complaint by the Contractor. User departments will file complaints with the Contract Coordinator who will pass them on to the Contractor.

2.04. MISSED COLLECTIONS

In the event that individual units are missed during regular scheduled collection, or if missed during a prearranged Special Event whereas it is determined that the roll-off container must be emptied or removed (example from the roadway), the Contractor shall have two hours after he is called or otherwise notified to provide service. If the Contractor fails to collect from the missed units within two hours of scheduled collection or Special events (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions and specifications of this contract, the City may, with its own forces or others, cause the solid waste to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor by deducting said cost from the monthly invoice.

2.05. DAMAGE TO PROPERTY

Collectors shall use extreme care to prevent damage to property of customers and the Contractor shall be responsible for any damage to such property proven to be caused by the negligence of his agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the City.

2.06. HOURS / DAYS OF OPERATION

Collections, delivery and pickup shall be made with a minimum of noise and disturbance between the hours of 7:00 am and 6:00 pm. The Contract Coordinator must approve change to these hours.

Roll-off service will be provided Monday - Sunday.

Holidays: roll-off service shall be provided on all holidays excluding Christmas Day.

Special Events: roll off service shall be provided for special events, which may involve Holidays, Sundays and special night hours of 6:00pm-7:00am.

2.07. CONTAINER LOCATION / SIZE / FREQUENCY OF SERVICE

See Attachment A -- for scheduled roll-off service.

- On Call service will be on "as needed" basis.

2.08. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections and shall report any unsanitary conditions of premises, spillage, and litter and/or overflow situations to the Contract Coordinator. During hauling, all collected materials shall be contained, and/or enclosed so that leaking, spilling or blowing of material is prevented. The Contractor shall promptly clean up any spillage resulting from his operation. Contractor shall report to the Contract Administrator any

location that is continuously overflowing with material or not using the provided containers properly so remedial action can be implemented.

2.09. COLLECTION AND DISPOSAL OF SOLID WASTE

The Contractor will be responsible for the collection and disposal of solid waste in accordance with his license to perform such services to the City. The City currently participates in an Inter-Local Agreement (ILA) with Broward County requiring that all Solid Waste be disposed at one of two Wheelabrator Waste-To-Energy Plants located in Broward County Florida. The current tip fee is \$ 41.42 per ton. Yard Trash shall be taken to a Sun Bergeron processing facility. The current tip fee is \$27.00 per ton. Bulky Waste shall be taken to one of two Delta Recycling facilities located in Broward County, Florida. The current tip fee is \$33.00 per ton. If disposal fees for City-approved sites are increased during the contract period (generally October 1st each year) at no fault of the Contractor, then the City Manager has the authority to approve an increase as provided for in the Contract Cost Adjustments paragraph of this agreement.

TYPES OF MATERIAL:

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" 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) beryllium containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFCs) or items of waste that would be reasonably believed to be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

Recyclable Material: The term "recyclable material" is material that is separated and recycled at the source of generation that has a resource recovery value such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc,

Garbage: all garbage collected shall be disposed of at Wheelabrator Waste-to-Energy facilities in Broward County, Florida. Current tip fee is \$41.42 per ton.

North Plant: 2600 NW 48th Street Pompano Beach, Florida 33073
South Plant: 4400 South State Road 7 Fort Lauderdale, Florida 33314

Yard Trash: all yard trash collected under this contract shall be delivered to the location below. Current tip fee is \$27.00 per ton.

Sun Bergeron: 815 South Powerline Road Deerfield Beach, Florida 33442

Bulky Waste: all bulky waste collected under this contract shall be delivered to

Delta Pompano: 1951 Powerline Road Pompano Beach, Florida 33069
South Plant: 4400 South State Road 7 Fort Lauderdale, Florida 33314

Construction and Demolition (C & D): At Contractor's discretion

The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of the contract.

2.10. CHANGES IN SERVICE LEVEL – ORDERING ON-CALL SERVICE

The Contract Coordinator must make all requests for changes in regularly scheduled service level under this contract in writing. If a request for a change in service level is made by a City user department other than Public Works, the Contractor will not act upon that request but instead inform the requesting party that they must process their request through the Public Works Department Contract Coordinator.

Requests for On-Call roll-off container service may be made directly by the user departments to the contractor. Contractor will be responsible to obtain billing information and invoice the user department for services.

2.11. TRUCKS AND BULK CONTAINERS

All trucks and bulk containers provided by the Contractor to be used in the service of this contract will be maintained in good condition and appearance. The trucks must be equipped with appropriate container lifting devices. The Contractor will be responsible for all operating and maintenance costs associated with providing services under this contract. The Contractor must own equipment used in the service of this contract.

Trucks and containers must display the company's name and phone number.

All containers must display a 4-6 inch cubic yard sticker on the front side indicating the size of the container for auditing and billing purposes.

Containers must be well maintained, freshly painted, and above average in appearance.

Containers must be maintained in a clean and sanitary condition including odor control.

Containers must be returned to the original storage location.

2.12. DELIVERIES AND SERVICE

A. General Delivery: Containers will be delivered and picked up within 24 hours of City request Monday – Saturday (6 days) to sites approved by the city per all-inclusive contract rates. Reoccurring scheduled service is listed in attachment A.

B. Special Events: (ON-CALL) Sunday-Saturday (7 days)
Priority and Emergency Service (within 2 hours)

General Delivery service rates shall apply to pre-scheduled special events.
Monday – Saturday 7:00am-5:00pm.

C. SERVICE CHARGE: Contractor shall provide an additional service charge for service on

Sunday, night service 6:00pm-7:00am and priority or emergency service.

Priority or Emergency Service is delivery of roll-off service within 2 hours of notification.

(In the event that the Contractor fails to deliver roll-off container within 2 hours Service Charge shall not apply.)

Service Charge will apply per container per dispatch or mobilization.

Single dispatch example....deliver container

Single dispatch example....empty & return

Single dispatch example....pick-up

* The majority of roll-off use is intended to be under General Delivery terms & conditions. However, based on the City's needs, the Contractor agrees to provide service when requested and the City agrees to pay the Contractor an additional Service Charge above the General Delivery contracted rate.

2.13. BUSINESS PLAN

Bidder should provide the following business plan attachments with the bid submittal:

A. Equipment Inventory: Submit a listing of your equipment and include, but not limit to; make, body type, size, chassis model, year, condition and whether owned or leased.

B. Business References: List a minimum of three business references and include; name, type of business, address, owner and telephone number.

C. Personnel Qualifications: List your personnel qualifications and include; name of the person who will perform contract services, position, qualifications and years of experience.

D. Operational Experience: List your operational experience for both municipality and non-municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.

E. Facilities: Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24-hour service, system radio dispatch and any backup equipment if not previously listed.

F. Additional Information: If you have additional information that will assist the City in evaluating your bid, submit with your bid proposal as a separate attachment.

2.14 PERMITS, TAXES, LICENSES, FRANCHISE FEES

Licensing of private collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale.

http://www.municode.com/resources/ClientCode_List.asp?cn=Fort%20Lauderdale&sid=9&cid=2247

The successful bidder shall at his own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws, rules and regulations, and inter-local agreements that would apply to this contract.

To be considered for award of this contract the Contractor must hold a current license for essential municipal services issued by the CITY; and be considered a licensed private collector prior to bid opening. Failure to provide evidence of such shall deem the Contractor unresponsive.

The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

A City Occupational License is required if place of business or office is located within the City limits. The fee is based on capacity weight of the truck. Broward County requires an occupational license and the fee is based on the number of owners and employees of the company.

Contractor will supply a copy of all required licenses with bid proposal and on an annual basis thereafter or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee applies to this contract and is currently established as 23% of gross receipts as established by resolution (refer to Chapter 24, Section 24-69 Fort Lauderdale Code of Ordinances). Any invoicing received by the City from the awarded Contractor must NOT include Franchise Fees as a line item. The City will calculate Franchise Fees owed and payable by the Contractor as 23% of the total invoice amount (inclusive of the Franchise Fee) billed to the City.

ATTACHMENT A

SCHEDULE OF SERVICES

The following is a listing of primary collection sites to be serviced under this contract. The City reserves the right to modify the size and locations of the containers. Information provided in the table for each collection site is intended to provide the bidder with estimates of the amount of equipment necessary to service this contract, and estimates of the TOTAL number of annual pick-ups per container size required.

Container Size	# Containers required	Location	Estimated Annual Pulls	Frequency
10 YARD	1	Special Projects / Events	3	As Needed
20 YARD	2	Mills Pond- 2201 NW 9 th Avenue	104	Every: Friday
20 YARD	5	Special Projects / Events	21	As Needed
20 YARD	1	Holiday Park- 100 E Sunrise Blvd.	24	As Needed
30 YARD	3	Snyder Park- 3299 SW 4 th Avenue	468	Every: Monday, Wednesday, Friday
30 YARD	1	Fiveash Regional Water Treatment Plant- 4321 NW 9 th Avenue	24	As Needed
30 YARD	5	Special Projects / Events	20	As Needed
40 YARD	4	Special Projects / Events	4	As Needed

Bid #343-11406 - Roll-Off Dumpster Service

Creation Date **Mar 25, 2014**

End Date **Apr 28, 2014 2:00:00 PM EDT**

Start Date **Apr 10, 2014 4:01:04 PM EDT**

Awarded Date **Not Yet Awarded**

Panzarella Waste & Recycling Services		\$83,400.88 (5/5 Items)	
Bid Contact albert panzarella apanzarella@panzarellawaste.com Ph 877-720-9594		Address 4581 Weston Road #314 Weston, FL 33331	
Agency Notes:		Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
343-11406-01-02	20 yard roll-off dumpster pull - First Offer	\$124.56	149 / each
			\$18,559.44
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
343-11406-01-04	40 yard roll-off dumpster pull - First Offer	\$124.56	4 / each
			\$498.24
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
343-11406-01-01	SERVICE CHARGE - First Offer	\$124.56	1 / each
			\$124.56
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	

Southern Waste Systems		\$99,078.52 (5/5 Items)	
Bid Contact Andy Plunski aplunski@swsfl.com Ph 888-800-7732		Address 2380 College Avenue Davie, FL 33317	
Agency Notes:		Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
343-11406-01-01	20 yard roll-off dumpster pull - First Offer	\$189.25	149 / each
			\$28,198.25
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:	

