

**COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE PAVEMENT
MAINTENANCE AND REHABILITATION SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ASPHALT PAVING SYSTEMS, INC.**, a foreign for-profit corporation duly organized in the state of New Jersey and authorized to do business in the state of Florida (EIN: 22-3787755) ("Vendor").

RECITALS:

WHEREAS, after a competitive procurement process the Board of Commissioners for Sumter County, Florida, entered into a Contract for Paving Maintenance and Rehabilitation Continuing Services with Asphalt Paving Systems, Inc., for the provision of countywide professional and technical paving maintenance and rehabilitation services (the "Sumter County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to procure citywide paving and road repair services pursuant to essentially the same terms and conditions provided under the Sumter County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Vendor has agreed to extend the terms, conditions, and pricing of the Sumter County Agreement to City as set forth in **Exhibit A - Piggyback Proposal Letter** attached hereto.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

TERMS OF AGREEMENT:

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS**. As used in this Piggyback Agreement, the following terms shall have the meanings specified below:

- A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Citywide Pavement Maintenance and Rehabilitation Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Sumter County Agreement:** – shall mean the Contract for Paving Maintenance and Rehabilitation Continuing Services between the Board of Commissioners for Sumter County, Florida, and Asphalt Paving Systems, Inc., dated October 12, 2021, and its exhibits, attached hereto as **Exhibit B – Sumter County Agreement** and incorporated herein by reference.
3. **INCORPORATION OF SUMTER COUNTY AGREEMENT.** The Sumter County Agreement, attached hereto as **Exhibit B**, is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Sumter County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Sumter County Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "Board," and "County," shall be replaced and intended to refer to the "City of Ocala."
 - B. **SCOPE OF WORK.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit A** and **Exhibit B** attached hereto. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.
 - C. **CONTRACT TERM.** This Agreement shall become effective and commence on **JANUARY 5, 2022** and continue through and including **OCTOBER 11, 2023** (the "Initial Contract Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** terms by written consent between City and Vendor.
 - D. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **THREE MILLION AND NO/100 DOLLARS (\$3,000,000)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule attached to **Exhibit B – Sumter County**

Agreement shall remain fixed throughout the duration of this Agreement, including both the Initial Contract Term and any Renewal Contract Term. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.

- (1). **Monthly Progress Payments.** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Vendor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
- (2). **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.
- (3). **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department**, Attn: **Paul Constable**, **1805 NE 30th Avenue, Building 700, Ocala, Florida 34470**, E-Mail: [**pconstable@ocalafl.org**](mailto:pconstable@ocalafl.org).
- (4). **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- (5). **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- (6). **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the

overpayment at the interest rate for judgments at the highest rate as allowed by law.

- (7). **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

E. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- (1). **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- a) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- b) Vendor provides material that does not meet the specifications of the Agreement;
- c) Vendor fails to complete the work required within the time stipulated in the Agreement; or
- d) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement

- (2). **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall

diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

(3). **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- a) City shall be entitled to terminate this Agreement without further notice;
- b) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- c) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- d) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law

F. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall: (A) Keep and maintain public records required by the public agency to perform the service. (B) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. (C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency. (D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor

keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-Mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

- G. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- H. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.

- I. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- (1). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and
 - (2). One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Vendor.
 - (3). Vendor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
- J. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.
- K. **MISCELLANEOUS INSURANCE PROVISIONS.**
- (1). **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

- (2). **Deductibles.** Vendor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.
 - (3). **Certificates of Insurance.** Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.
 - (4). **Failure to Maintain Coverage.** In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
 - (5). **Severability of Interests.** Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - (6). **Mandatory Endorsements for All Required Policies.** All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.
- L. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without

limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

- M. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- N. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- O. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY

HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

- P. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- Q. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- R. **NOTICES.** Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Vendor: Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, Florida 33540
Phone: 813-788-0010
Email: tmassey@asphaltpavingsystems.com

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

- S. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- T. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- U. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

ASPHALT PAVING SYSTEMS, INC.

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____

EXHIBIT A - Piggyback Proposal Letter



9021 Wire Rd • Zephyrhills, FL 33540
Phone (813) 788-0010 • Fax (813) 788-0020

October 25th, 2021

City of Ocala

RE: Piggy-Back Contract

To Whom It May Concern:

Asphalt Paving Systems, Inc. is pleased to hear that the City of Ocala wishes to utilize our "Countywide Pavement Maintenance and Rehabilitation Continuing Services" for Citywide paving and road repair. As is common practice and in compliance with Florida laws, I understand the County has requested to "piggy-back" on another agencies contract that Asphalt Paving System holds for like services.

Asphalt Paving Systems, Inc. is proposing to utilize our contract with Sumter County Contract, RFP #032-0-2021 (Countywide Pavement Maintenance and Rehabilitation Continuing Services). RFP # 032-0-2021 was awarded to Asphalt Paving Systems in October of 2021, this bid is good for all FY21/22.

All specifications, terms, and conditions will be per the original Sumter County Contract. Asphalt Paving Systems reserves the right to review all projects for constructability before agreeing to perform work under the piggyback agreement.

Respectfully,

A handwritten signature in blue ink, appearing to read "Robert Capoferri", is written over a horizontal line.

Robert Capoferri
President

EXHIBIT B - Sumter County Agreement

PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 12th day of October, 2021, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Blvd., Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for RFP 032-0-2021/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to RFP 032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in RFP 032-0-2021/RS.
3. The term of this Agreement shall commence on October 12, 2021 and continue in full force for two years with an additional two (2) – one-year (1) renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fees, attached hereto as Proposal Form A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

EXHIBIT B - Sumter County Agreement

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
- c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
- d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or suspension of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
- f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- h. Vendor shall, at all times, carry General Liability, and Worker's Compensation Insurance pursuant to the insurance requirements in RFP 032-0-2021/RS, naming Board as both a certificate holder and an additional insured in each such policy.

EXHIBIT B - Sumter County Agreement

- i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
 - j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
 - k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.
- 7. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
- 8. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:
 - a. RFP 032-0-2021/RS
 - b. Vendor's Proposal in Response to RFP 032-0-2021/RS
 - c. This Agreement
 - d. Permits / Licenses
 - e. All Proposal Addenda Issued Prior to Opening Date
 - f. All Modifications and Change Orders Issued
- 9. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.
- 10. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this

EXHIBIT B - Sumter County Agreement

Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

EXHIBIT B - Sumter County Agreement

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Vendor from performing services for the County.
19. **Conflict of Interest.** Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:
- a. *Corporate Status.* Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
 - b. *Change of Ownership.* Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation

EXHIBIT B - Sumter County Agreement

shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.
22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.
23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.
24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.
25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.

EXHIBIT B - Sumter County Agreement

27. **Survivability.** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

<p>FOR THE BOARD</p> <p>Name: Bradley S. Arnold</p> <p>Address: 7375 Powell Road, Wildwood, FL 34785</p> <p>Title: County Administrator</p> <p>Date: 10/12/21</p>	<p>FOR THE VENDOR</p> <p>Name:</p> <p>Address:</p> <p>Title:</p> <p>Date:</p>
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EXHIBIT B - Sumter County Agreement

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.



ATTEST:

By: Nehssa Elliott D.C.SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERSBy: ChairmanDate Signed: 10/12/21

ATTEST:

By: Kate Massin

ASPHALT PAVING SYSTEMS, INC.

By: Robert Capoferri, PresidentDate Signed: 10-15-2021

EXHIBIT B - Sumter County Agreement

REQUEST FOR PROPOSALS

FOR

**SUMTER COUNTY
PAVEMENT MAINTENANCE AND REHABILITATION CONTINUING
SERVICES
RFP # 032-0-2021**



Board of Sumter County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, FL 33513

Phone (352) 689-4400 Fax (352) 689-4401

Date of Issue: August 13, 2021

EXHIBIT B - Sumter County Agreement

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each proposal or alternate proposal submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☒ One (1) original proposal, clearly labeled "Original"
- ☒ Proposal Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the vendor.
- ☒ Proposer Certification / Addenda Acknowledgement Form
- ☒ Statement of General Terms and Conditions
- ☒ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☒ A sworn, notarized Drug Free Work Place Certificate must accompany each proposal or alternate proposal.
- ☒ A sworn, notarized Statement of Public Entity Crimes
- ☒ Unit Price Proposal Form A
- ☒ Proposal Form B
- ☒ List of Proposed Sub-Contractors/Supplier – Proposal Form C
- ☒ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
- ☒ Anti-Collusion Statement
- ☒ Hold Harmless Agreement
- ☒ Florida Contractor's License
- ☒ Florida Department of Transportation (FDOT) Pre-Qualifications

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☒ Three (3) printed copies of the proposal in its entirety, and one (1) electronic single PDF version not password protected of the original submitted proposal in its entirety.
- ☒ E-Verify Certification Form
- ☒ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the RFP due date.

EXHIBIT B - Sumter County Agreement

☒ Bid Document Checklist of Items Required to be Submitted

☒ W-9

☒ A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC.

- o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 9/27/2021

I, **Robert Capoferri** (name), an authorized officer of **Asphalt Paving Systems, Inc.** (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the RFP document in its entirety.

Address 1026 26th Avenue E
Bradenton, FL 34208
Telephone Number 941-720-1085
Project Description Micro-surfacing/ Chip Seal
Date & Amount 3/1/16 -2019 \$850,000.00
Email brian.martineau@mymanatee.org

11

Project Name Asphalt Pavement Preservation
Owner City of Jacksonville
Contact Janet Duffy
Address 6455 Powers Ave
Jacksonville, FL 32217
Telephone Number 904-733-1478
Project Description Micro-surfacing
Date FY 2018-2019
Email jduffy@eismannrusso.com

12

Project Name Pavement Preservation
Owner City of Tallahassee
Contact Art Sivilla
Address 300 S. Adams St
Tallahassee, FL 32301
Telephone Number 850-570-7758
Project Description Micro-surfacing / Chip Seal / Cape Seal
Date & Amount FY 2018-2019
Email arturo.sivilla@talgov.com

B-11

13

Project Name Michigan Blvd. Reclamation Project
Owner City of Dunedin
Contact
Address 737 Loudon Avenue, 2nd Floor
Dunedin, FL 34697
Telephone Number 727-298-3208
Project Description FDR / SP 9.5/Micro
Date & Amount 2018

14

Project Name RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
Owner Hillsborough County BOCC
Contact
Address 601 E. Kennedy Blvd, 22nd Floor
Tampa, FL 33602
Telephone Number 813-307-1868
Project Description MICRO/CHIP SEAL/CAPE SEAL
Date & Amount 2019

EXHIBIT B - Sumter County Agreement

**PART 4
PROPOSALS DOCUMENTS
PROPOSALS COVER PAGE**

Name of Firm, Entity or Organization: Asphalt Paving Systems, Inc.	
Federal Employer Identification Number (FEIN): 22-3787755	
State of Florida License Number (If Applicable):	
Name of Contact Person: Amanda Reichart	
Title: Contract Administrator	
E-Mail Address: Amandareichertaps@gmail.com/FLEstimating@asphaltpavingsystems.com	
Mailing Address: 8940 Gall Blvd. Zephyrhills, FL 33541	
Street Address (if different): 9021 Wire Rd.	
City, State, Zip: Zephyrhills, FL 33540	
Telephone: 813-788-0010	Fax:
Organizational Structure – Please Check One:	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
If Corporation:	State of Incorporation: New Jersey
Date of Incorporation: 2/20/2001	
States Registered in as Foreign Corporation: Florida	
Authorized Signature:	
Print Name: Robert Capoferri	
Signature:	
Title: President	
Phone: 813-788-0010	
This document must be completed and returned with your Submittal.	

B-12

6. Project Name Annual Microsurfacing Project
 Owner City of Ft. Lauderdale
 Contact Barbara Howell
 Address 100 N. Andrews Avenue
 Fort Lauderdale
 Telephone Number 954-828-4505
 Project Description MICRO / CRACK SEAL
 Date December 5th 2017-2019
 Email bhowell@fortlauderdale.gov
7. Project Name Annual Pavement Preservation Treatments
 Owner City of Lakeland
 Contact Troy McCain
 Address 407 Fairway Drive
 Lakeland, FL 33801
 Telephone Number 863-834-3306
 Project Description MICRO / CRACK SEAL
 Date & Amount Jan-19
 Email troy.mccain@lakelandgov.net
8. Project Name Pavement Alternative Methods (term contract)
 Owner Polk County
 Contact Katia Delgado
 Address 300 Sheffield Road
 Winter Haven, FL 33880
 Telephone Number 863-393-4114
 Project Description CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
 Date & Amount 5/30/17 -2019 \$3,000,000
 Email KatiaDelgado@polk-county.net
9. Project Name RFB RD 95-15 Pavement Preservation
 Owner Okaloosa County
 Contact Bryan Moore
 Address 302 N. Wilson Street, Suite 203
 Crestview, FL 32526
 Telephone Number 850-689-5772
 Project Description CHIP / MICRO / CRACK SEAL
 Date Apr-19
 Email bmoore@co.okaloosa.fl.us
10. Project Name Yearly Road Building Services
 Owner Manatee County
 Contact Brian Martineau

EXHIBIT B - Sumter County Agreement

PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, Florida, 33513 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS REQUEST FOR PROPOSALS (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT
DUE DATE: September 27, 2021	DUE TIME: 9:30 a.m.
RFP # 032-0-2021/RS	
TITLE: Sumter County Pavement Maintenance and Rehabilitation Continuing Services	
VENDOR NAME: Asphalt Paving Systems, Inc.	PHONE NUMBER: 813-788-0010
VENDOR MAILING ADDRESS: 8940 Gall Blvd.	FAX NUMBER:
CITY/STATE/ZIP: Zephyrhills, FL 33541	E-MAIL ADDRESS: FLEstimating@asphaltpaving.com
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>	
N/A Addendum #	N/A Addendum #
N/A Addendum #	N/A Addendum #
N/A Addendum #	N/A Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In concluding offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposal is accepted, the respondent will convey, sell, assign or refer the Sumter County rights, title and interest in this proposal to the purchasing agency. The respondent hereafter acquire under the anti-trust laws of the United States. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>	
Robert Capoferri, President	9/27/2021
Authorized Agent Name, Title (Print)	Authorized Signature
Date	Date
This form must be completed and returned with your Submittal	

Micro Surfacing & Crack Seal References

- Project Name: C12-05-167; Chip Seal and Asphalt Surfacing

Owner: St Lucie County

Contact: Christopher Lestrange

Address: 2300 Virginia Avenue

Telephone Number: Ft. Pierce, FL 34982

Project Description: 772-462-2511

Date: MICRO / CRACK SEAL / FDR / CHIP

Email: 7/5/16 - Current

lestrange@stlucieco.org
- Project Name: Annual Micro Surfacing

Owner: Osceola County

Contact: Shane King

Address: 1 Courthouse Square

Telephone Number: Kissimmee, FL 34741

Project Description: 407-742-7522

Date: CHIP / FOG/MICRO

Email: 2019-2020

Shane.King@Osceola.org
- Project Name: Annual Resurfacing FY 18-19

Owner: City of Zephyrhills

Contact: Shane LeBlanc

Address: 5335 8th Street

Telephone Number: Zephyrhills, FL 33542

Project Description: 813-780-0022

Date: MICRO / SP 9.5 / CHIP/CAPE SEAL

Email: Jan-19

leblanc@ci.zephyrhills.fl.us
- Project Name: 2017 Roadway Resurfacing and Striping

Owner: City of Seminole

Contact: Jeremy Hockenbury

Address: 9199 113th Street N

Telephone Number: Seminole, FL 33772

Project Description: 727-397-6383

Date & Amount: MICRO / CRACK SEAL / SP 9.5

Email: 7/1/17 - \$155,000

jhockenbury@myseminole.com

EXHIBIT B - Sumter County Agreement

Date & Amount

2019

STATEMENT OF GENERAL TERMS AND CONDITIONS REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM

[illegible]

EXHIBIT B - Sumter County Agreement

*** PLEASE SEE ATTACHED***

Telephone Number	Kissimmee, FL 34741
Project Description	407-742-7522
Date & Amount	CHIP / FOG/MICRO
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - \$250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - \$120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203 Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP / MICRO / CRACK SEAL
Date & Amount	7/1/16 - \$174,108.80
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip

Owner / Business Name:			
Project Location / Address:			
City:	State:	Dates of Work:	Zip Code:
Point of Contact:		Fax Number:	
Phone Number:			
E-mail Address:			
Project Name:			
Brief Description of Project:			

Owner / Business Name:			
Project Location / Address:			
City:	State:	Dates of Work:	Zip Code:
Point of Contact:		Fax Number:	
Phone Number:			
E-mail Address:			
Project Name:			
Brief Description of Project:			

Owner / Business Name:			
Project Location / Address:			
City:	State:	Dates of Work:	Zip Code:
Point of Contact:		Fax Number:	
Phone Number:			
E-mail Address:			
Project Name:			
Brief Description of Project:			


EXHIBIT B - Sumter County Agreement

CONTRACTOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is (title) President of (the company described herein) Asphalt Paving Systems, Inc., being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known x or Produced Identification _____
Sworn to and subscribed before me this 27th day of September, 2021


Amanda Reichart
(Print Name of Notary Public)

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(seal)
AMANDAR REICHART
Commission # 66 177629
Expires January 22, 2022
Bonded The Budget Notary Services

Chip References

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	Chip
Date & Amount	
Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher LeStrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	MICRO / CRACK SEAL / FDR / CHIP
Date & Amount	7/5/16 - \$325,074.00
Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - \$3,000,000
Project Name	Annual Resurfacing FY 16-17
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	MICRO / SP 9.5 / CHIP
Date & Amount	2/1/16 - \$249,987.50
Project Name	
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square

This document must be completed and returned with your Submittal

EXHIBIT B - Sumter County Agreement

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
Asphalt Paving Systems, Inc.
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposals or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under Proposals or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein". Robert Capoferri

Authorized Signature

9/27/21

Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of September, 20 21

Personally known x or Produced Identification (Specify Type of Identification)

AMANDA REICHAERT
Commission # GG 177629
Expires January 22, 2022
Bonds Trust Budget Notary Services



Signature of Notary

My Commission Expires January 22, 2022
(seal)

This document must be completed and returned with your Submittal

Contact	Brian Martineau
Address	1026 26th Avenue E Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 \$728,042.00

EXHIBIT B - Sumter County Agreement

HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Sumter County Board of County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.


 Asphalt Paving Systems, Inc.
 Contractor/Vendor-Print Name
 P#032-0-2021-Pavement Maintenance &
 Rehabilitation Continuing Services
 Project Name
 Signature Robert Capoferri, President
 Date
 9/27/2021

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Asphalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	CIR
Date & Amount	5/30/17 -2019 \$3,391,350.00 Edward.Quinn@ocfl.net
Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Brian Martineau
Address	1026 26th Avenue E Bradenton, FL 34208
Telephone Number	941-720-1085
Project Description	CIR Clay Gully Rd
Date & Amount	2019
Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive New Port Richey, FL 34654
Telephone Number	727-834-3601
Project Description	FDR / CIR / MICRO / CRACK SEAL
Date & Amount	9/30/17 -2019 \$5,000,000
Project Name	
Owner	Seminole County
Contact	Calvin Landers
Address	100 E. 1st Street Sanford, FL 32771
Telephone Number	407-665-2332
Project Description	CIR Lake Markham Rd
Date & Amount	4/1/2018 \$601,660.00 clanders02@seminolecountyfl.gov
Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County

EXHIBIT B - Sumter County Agreement


E-Verify Vendor/Contractor/Subcontractor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number (see example below) and this E-Verify Certification form. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all County vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.
 Authorized signature: 
 Printed name & Title: Robert Capoferri, President
 Address: 9021 Wire Road Zephyrhills, FL 33540
 Date: 9/27/2021
 Telephone Number: 813-788-0010
 E-mail address: Amandareichertaps@gmail.com/ FLEstimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the County. Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.



This document must be completed and returned with your Submittal.

Project Name: Full Depth Reclamation Project
 Owner: City of Dunedin
 Contact:
 Address: 737 Loudon Avenue, 2nd Floor
 Dunedin, FL 34697
 Telephone Number: 727-298-3208
 Project Description: FDR (Cement & Emulsion)
 Date: Sep. 2019

Project Name: Pavement Alternative Methods (term contract)
 Owner: Polk County
 Contact: Katia Delgado
 Address: 300 Sheffield Road
 Winter Haven, FL 33880
 Telephone Number: 863-393-4114
 Email: KatiaDelgado@polk-county.net
 Project Description: FDR (Cement & Emulsion)
 Date: 5/30/17 - 12/31/2018

Project Name: Piggyback of Polk Co. Pavement Alternative Methods (term contract)
 Owner: City of St Cloud
 Contact: Dianna Rawleigh
 Address: 1300 9th Street
 St Cloud FL
 Telephone Number: 407-957-7103
 Project Description: FDR (Cement & Emulsion) Nolte Rd
 Date & Amount: 4/1/2018 \$ 1,450,255.00
 Email: dianna.rawleigh@stcloud.org

Project Name: Piggyback-Pavement Alternative Methods (term contract)
 Owner: Brevard County
 Contact: Bruce Black
 Address: 2825 Judge Fran Jamieson Way
 Melbourne, FL 32940
 Telephone Number: 321-690-6815
 Email: bruce.black@brevardfl.gov
 Project Description: FDR (Cement & Emulsion)
 Date & Amount: 2019-2020 \$2,000,000

EXHIBIT B - Sumter County Agreement

ANTI-COLLUSION STATEMENT

By signing this form, the vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY: Robert Capoferri

TITLE: President

ADDRESS: 9021 Wire Road

CITY & STATE: Zephyrhills, FL 33540

TELEPHONE: 813-788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners.

NO QUOTE (Reason):

This document must be completed and returned with your Submittal

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name City of Palm Bay Eldron Unit 41/
Owner City of Palm Bay (VA Paving Was Prime Contractor)
Contact Hector Franco
Address 120 Malabar Road SE
Palm Bay, FL 32907
Telephone Number 321-952-3400
Project Description FDR (Cement & Emulsion)
Date & Amount 10/1/2019 \$1,071,501.05

Project Name C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner St Lucie County
Contact Christopher LeStrange
Address 2300 Virginia Avenue
Ft. Pierce, FL 34982
Telephone Number 772-462-2511
Email: lestrange@stlucieco.org
Project Description FDR (Cement & Emulsion)
Date 7/5/16 - 12/31/2019

Project Name CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner Jackson County
Address 2864 Madison Street
Marianna, FL 32448
Telephone Number 850-482-9677 (Jackson County)
Contact Kevin Buchanan (Anderson Columbia)
Email: kkevinb@andersoncolumbia.com
Project Description FDR (Cement & Emulsion)
Date & Amount Jan. 2020 \$350,000

Project Name Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner Pasco County
Contact Efrain Figueroa
Address 8919 Government Drive
New Port Richey, FL 34654
Telephone Number 727-834-3601
Email: efigueroa@pascocountyfl.net
Project Description FDR (Cement & Emulsion)
Date & Amount 9/30/17 - 12/31/2018 \$5,000,000

EXHIBIT B - Sumter County Agreement

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. RFP# 032-0-2021 for Pavement Maintenance & Rehabilitation Continuing Services.
2. This sworn statement is submitted by Asphalt Paving Systems, Inc. (Name of entity submitting sworn statement) whose business address is: 9021 Wire Road Zephyrhills, FL 33540

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted or conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.
6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 \$391,557.40

EXHIBIT B - Sumter County Agreement

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd. New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 \$ 2,012,572.09
Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South Gulfport, FL 33707
Telephone Number	727-893-1083
Email:	kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 371,000.00
Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 \$ 905,428.30
Project Name	Bid No. 20-062; Roadway Surfacing, Reconstruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrangle
Address	2300 Virginia Avenue Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangle@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 \$ 1,522,454.01

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Sworn to and subscribed before me this 27th day of September, 2021.
(Signature) Robert Capoferri

Personally Known ☒

OR produced identification _____

Notary Public – State of FL

My commission expires January 22, 2022

Type of identification produced _____



AMANDA R. REICHART
Commission # 6617629
Expires January 22, 2022
Bonded thru Budget Heary Services

(Printed, typed or stamped)
Commissioned name of notary public)

This document must be completed and returned with your Submittal



STATEMENT OF “NO PROPOSALS”
RFP # 032-0-2021/RS

If you do not intend to submit a Proposal for this project, please complete and return this form prior to date shown for receipt of Proposals to: Sumter County BOCC, 319 E. Anderson Avenue, Wildwood, Florida 34785. Attn: Mrs. Becky Segrest.

We, the undersigned, have declined to submit a Proposal for your RFP # **032-0-2021/RS Sumter County Pavement Maintenance and Rehabilitation Continuing Services** for the following reasons:

Specifications are too "tight" i.e. geared toward one brand or manufacturer only (please explain reason below)

~~Insufficient time to respond to Request for Proposals.~~

We do not offer this product/s or equivalent

Remove us from your vendor's list for this commitment or service.

Our production schedule would not permit us to perform to specifications.

Unable to meet specifications.

Unable to meet insurance requirements.

Specifications unclear (please explain below).

Competition restricted by pre-approved owner standards.

Other (please specify below or attach a separate sheet):

Remarks:

"We understand that if this "No Proposals" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the owner for future projects or commodities".

Company Name:

Address:

Signature and Title:

Telephone Number _____ Date _____

Page intentionally left blank

EXHIBIT B - Sumter County Agreement



Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Michelle Donio
Phone Number (609) 561 - 4161 ext. 207
Fax Number (609) 567 - 2824
Email Address mdonio@asphaltpavingsystems.com

Name Tammi Massey
Phone Number (609) 561 - 4161 ext. 214
Fax Number (609) 567 - 2824
Email Address tmassey@asphaltpavingsystems.com

Name Steven G Plummer
Phone Number (609) 561 - 4161 ext. 215
Fax Number (609) 567 - 2824
Email Address sieve.plummer@comcast.net

Countywide Pavement Maintenance and Rehabilitation Continuing Services

Unit Price Proposal Form A

The following unit costs shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost. Variable message boards are the one exception to this. Partial bids will be accepted on a per category basis.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are **NOT** required to bid each category, but must provide pricing for **ALL** line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER		UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
	1"	Sq. Yd.	\$12.50	\$6.50	\$4.25	\$3.45	\$2.95
	2"	Sq. Yd.	\$12.50	\$6.50	\$4.50	\$3.70	\$3.15
	3"	Sq. Yd.	\$14.50	\$7.25	\$5.25	\$4.50	\$3.75
	4"	Sq. Yd.	\$15.75	\$7.75	\$5.75	\$5.15	\$4.50
	5"	Sq. Yd.	\$17.75	\$8.00	\$7.00	\$6.25	\$5.25
	6"	Sq. Yd.	\$20.00	\$8.25	\$7.25	\$6.75	\$6.00
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport		Cu. Yd.	\$-1.00	\$-1.00	\$-1.00	\$-1.00	\$-1.00
CATEGORY A SUB-TOTAL PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)			\$92.00	\$43.25	\$33.00	\$28.80	\$23.60
(Instructions: Add together the total unit pricing of each column for Category A)		CATEGORY A TOTAL UNIT PRICING:					
		\$220.65					

B-24



Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)
NEW JERSEY 1 site(s)

B-25

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER		UNIT	0-100	101-500	501–1,000	1,001–5,000	Over 5,000
9.5 S.P.		Ton	\$511	\$190	\$140	\$130	\$125
12.5 S.P.		Ton	\$508	\$187	\$137	\$127	\$123
9.5 F.C.		Ton	\$520	\$200	\$154	\$145	\$140
12.5 F.C.		Ton	\$514	\$195	\$152	\$143	\$137
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)			\$ 2,053.00	\$772.00	\$583.00	\$545.00	\$527.50
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)			\$4,480.00				
CATEGORY C – CHIP SEAL / FOG SEAL PER TASK ORDER		UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Single Chip (Number 89 Stone)		Sq. Yd.	\$4.35	\$2.80	\$2.49	\$2.49	
Double Chip (Number 57 & 89 Stone)		Sq. Yd.	\$5.80	\$4.65	\$4.26	\$4.26	
Triple Chip Seal		Sq. Yd.	\$7.85	\$6.70	\$6.05	\$6.05	
Fog Seal		Sq. Yd.	\$0.75	\$0.55	\$0.55	\$0.55	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)			\$18.75	\$14.70	\$13.35	\$13.35	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)			\$60.15				
CATEGORY D – CAPE SEAL PER TASK ORDER		UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal		Sq. Yd.	\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)			\$9.70	\$7.55	\$6.65	\$6.65	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)			\$30.55				

CONTRACT #: CIP/211032

EXHIBIT B - Sumter County Agreement

EXHIBIT B - Sumter County Agreement



Company ID Number: 1215880

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

Page 14 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

CATEGORY E - MICRO-SURFACING PER TASK ORDER		UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000
Double Micro		Sq. Yd.	\$5.45	\$4.85	\$4.30	\$4.30
Single Micro		Sq. Yd.	\$3.30	\$3.05	\$2.83	\$2.83
Rut Filling (Leveling)		Ton	\$225.00	\$225.00	\$225.00	\$225.00
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)			\$ 233.75	\$232.90	\$232.13	\$232.13
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)			\$930.91			
CATEGORY F - IN-PLACE RECYCLING - RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER		UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000
Pulverization		Sq. Yd.	\$10.20	\$8.10	\$7.20	\$6.10
Cement - Cement Treated Base		Ton	\$165	\$165	\$165	\$165
Asphaltic Cement - Foamed Asphalt Base		Gallon	\$6.00	\$6.00	\$6.00	\$6.00
Asphaltic Emulsion - Emulsion Treated Base		Gallon	\$2.50	\$2.50	\$2.50	\$2.50
Added Rap or Aggregates		Ton	\$30.00			
Shoulder Rework		LF	\$2.25			
Excavation for Widening/Unsuitable Materials		Cu. Yd.	\$40.00			
General Use Optional Base Material		Cu. Yd.	\$30.00			
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)			\$285.95	\$181.60	\$180.70	\$179.60
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)			\$827.85			



Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

EXHIBIT B Sumter County Agreement

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Test Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Test Core Laboratory Analysis-	Each	N/B	N/B	N/B	N/B	N/B
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	N/B	N/B	N/B	N/B	N/B
Field Core Removal	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis - Viscosity	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	N/B	N/B	N/B	N/B	N/B
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	N/B	N/B	N/B	N/B	N/B
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		N/B	N/B	N/B	N/B	N/B
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)		\$ N/B				

CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	Gallon	\$50	\$45	\$35	\$35	\$35
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		\$50	\$45	\$35	\$35	\$35
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)		\$200.00				

EXHIBIT B - Sumter County Agreement



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

CATEGORY I - TRAFFIC LOOP REPLACEMENT		UNIT				
Type A (FDOT Item # 660-2-101)		Each	\$4,000			
Type B (FDOT Item # 660-2-102)		Each	\$4,000			
Type F (FDOT Item # 660-2-106)		Each	\$4,500			
Type F (FDOT Item #660-2-106 modified to 30 Ft)		Each	\$4,750			
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)			\$ 17,250.00			
CATEGORY J - SODDING PER TASK ORDER		UNIT				
Sod		Sq. Yd.	\$4.50			
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)			\$ 4.50			
CATEGORY K - VARIABLE MESSAGE BOARDS PER TASK ORDER		UNIT				
Variable Message Board		PER BOARD PER DAY	\$50.00			
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)			\$ 50.00			

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability therefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
4"		GM	\$3,220	\$5,405	
6"		GM	\$3,680	\$5,980	
8"		LF	\$0.70	\$1.75	
12"		LF	\$4.60	\$5.75	
18"		LF	\$6.90	\$6.90	
24"		LF	\$9.20	\$11.50	
L-2	White – Skip				
4"		GM	\$1,150	\$1,725	
6"		GM	\$1,380	\$2,300	
L-3	Yellow – Solid				
4"		GM	\$3,220	\$5,405	
6"		GM	\$3,680	\$5,980	
8"		LF	\$0.70	\$1.75	
12"		LF	\$3.45	\$4.60	
18"		LF	\$5.20	\$6.90	
L-4	Yellow – Skip				
4"		GM	\$1,150	\$1,725	
6"		GM	\$1,380	\$2,300	
L-5	Yellow – Double				
4"		GM	\$4,600	\$10,810	
6"		GM	\$5,060	\$11,500	

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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L-6	Audible and Vibratory Pavement Markings				
	Yellow – Skip 4"	GM	\$9,430	\$9,430	
	Yellow – Skip 6"	GM	\$9,430	\$9,430	
	White – Solid 4"	GM	\$9,430	\$9,430	
	White – Solid 6"	GM	\$9,430	\$9,430	
L-7	Legends				
	"STOP"	EA	\$115	\$230	
	"R X R" (Includes 6" white)	EA	\$230	\$403	
	"ONLY"	EA	\$150	\$230	
	"LANE"		\$150	\$230	
	"MERGE"	EA	\$140	\$288	
	"SCHOOL"	EA	\$175	\$325	
	"AHEAD"	EA	\$165	\$300	
	"Visitor"	EA	\$140	\$288	
	"Resident"	EA	\$140	\$288	
	"Path"	EA	\$115	\$230	
L-7	Markings				
	TURN AND THROUGH LANE TURN ARROW	EA	\$175	\$250	
	THROUGH LANE USE ARROW	EA	\$175	\$250	
	TURN LANE USE ARROW	EA	\$175	\$250	
	BIKE OR CART	EA	\$150	\$225	
	BIKE ARROW	EA	\$150	\$225	
	YIELD TRIANGLES	EA	\$150	\$225	
L-8	Reflective Pavement Markers				
	Bi-Directional, Amber	EA	\$5.00	\$5.00	
	Mono-Directional Colorless	EA	\$5.00	\$5.00	
	Bi-Directional, White/Red	EA	\$5.00	\$5.00	



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

L-9	Miscellaneous				
	Removal of Existing Marking	SF			\$2.90
	Preform Thermoplastic 12"	LF			\$9.20
	Preform Thermoplastic 24"	LF			\$18.40
	Off Duty Law Enforcement Officer	HR			\$75.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)				\$68,745.75	\$95,141.15
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				\$164,203.40	\$105.50

SHADED NOT APPLICABLE

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCI), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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Countywide Pavement Maintenance and Rehabilitation Continuing Services

Proposal Form B

PROPOSAL OF

Asphalt Paving Systems, Inc.
Full Legal Company Name
9021 Wire Road Zephyrhills, FL 33540 813-788-0010 813-788-0020
Mailing Address Telephone Number Fax Number

Proposers: Having become familiar with requirements of the project, and having carefully examined the Proposal Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Continuing Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Proposal summarized as follows:

The following total unit costs (from the unit price proposal) shall include all material, labor, equipment, and any other additional charges including but not limited to mobilization and maintenance of traffic (MOT) required to accomplish the work of the unit cost for any locations within Sumter County. Partial proposals will be accepted on a per category basis. Proposers are NOT required to propose each category, but must provide pricing for ALL line items listed in those categories on the unit price proposal for which the proposer is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Continuing Services

CATEGORY A TOTAL UNIT PRICING: \$ 220.65 Amount Written in Numerals
(From the unit price proposal)

Two Hundred Twenty Dollars and Sixty Five cents /100
Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: \$ 4,480.00 Amount Written in Numerals
(From the unit price proposal)

Four Thousand Four Hundred Eighty Dollars and no Cents /100
Amount Written in Words

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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CATEGORY C TOTAL UNIT PRICING: \$ 60.15 Amount Written in Numerals
(From the unit price proposal)
Sixty Dollars and Fifteen Cents
Amount Written in Words _____/100

CATEGORY D TOTAL UNIT PRICING: \$ 30.55 Amount Written in Numerals
(From the unit price proposal)
Thirty Dollars and Fifty Five Cents
Amount Written in Words _____/100

CATEGORY E TOTAL UNIT PRICING: \$ 930.91 Amount Written in Numerals
(From the unit price proposal)
Nine Hundred Thirty Dollars and Ninety One Cents
Amount Written in Words _____/100

CATEGORY F TOTAL UNIT PRICING: \$ 827.85 Amount Written in Numerals
(From the unit price proposal)
Eight Hundred Twenty Seven dollars and Eighty Five cents
Amount Written in Words _____/100

CATEGORY G TOTAL UNIT PRICING: \$ N/B Amount Written in Numerals
(From the unit price proposal)
N/B
Amount Written in Words _____/100

CATEGORY H TOTAL UNIT PRICING: \$ 200.00 Amount Written in Numerals
(From the unit price proposal)
Two Hundred dollars and No cents
Amount Written in Words _____/100

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CATEGORY I TOTAL UNIT PRICING: \$ 17,250.00 Amount Written in Numerals
(From the unit price proposal) Seventeen Thousand Two Hundred Fifty Dollars and No Cents /100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: \$ 4.50 Amount Written in Numerals
(From the unit price proposal) Four Dollars and Fifty Cents /100
Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: \$ 50.00 Amount Written in Numerals
(From the unit price proposal) Fifty Dollars and no cents /100
Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: \$ 164,203.40 Amount Written in Numerals
(From the unit price proposal) One Hundred Sixty Four Thousand Two Hundred and Three Dollars and Forty Cents /100
Amount Written in Words

Each Proposer shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Proposal", and deem the Proposer nonresponsive to the requirements of the Proposal.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period. Any approved annual rate adjustments shall take effect with the first task order issued after the renewal period. Additional Unit Price items not included on the official proposal form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis. The only time adjustments are allowed are during the renewal period.

Note: The listing order of proposal items reflects a construction sequence in general terms for proposal purposes only and is not a specific construction schedule. **Sumter County reserves the right to award a contract to more than one proposer.**

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or communications are sponsored by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

22. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS PROPOSAL FORM C

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The proposer shall attach a copy of each current license and/or FDOT pre-qualification letters for the Sub-Contractor(s) listed below to this form.

[illegible]

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Company ID Number: 1215880

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruiting or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

9/24/21, 11:17 AM

Prequalified Vendor Search



Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

9/24/2021 11:17:16 AM EST

[Return to Inquiry Menu](#)

Contractor with Name FAUSNIGHT STRIPE AND LINE, INC.
1-1 of 1 contractors

[Printer Friendly Version](#)

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
FAUSNIGHT STRIPE AND LINE, INC. F592556096003 EXPIRES: 11/30/2021	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446	910 CHARLES STREET LONGWOOD, FL 32750 (407)261-5446
WORK CLASSES		
PAVEMENT MARKING	ROADWAY SIGNING	



FLORIDA DEPARTMENT OF TRANSPORTATION

Report Technical Problems to the Service Desk @ 1-866-955-4357 or email:

[Service Desk](#)

Send Prequalification Questions or Comments to [Contracts Administration Office](#)
[Internet Privacy Policy](#), [Disclaimers & Credits](#)





Company ID Number: 1215880

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	AGENT Joseph J. Meola, CIC, CRM PHONE: 609 561 4161 FAX: 609 567 2824 EMAIL: cmorresco@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammononton, NJ 08037	INSURER A: Start Indemnity & Liability Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
NAIC # 38318	

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 POLICY, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> W <input type="checkbox"/> X <input type="checkbox"/> Y <input type="checkbox"/> Z		1000025864211	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE \$100,000 MED EXP (per one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPO AGG \$4,000,000 COMBINED SINGLE LIMIT \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> W <input type="checkbox"/> X <input type="checkbox"/> Y <input type="checkbox"/> Z		1000008480211	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H <input type="checkbox"/> I <input type="checkbox"/> J <input type="checkbox"/> K <input type="checkbox"/> L <input type="checkbox"/> M <input type="checkbox"/> N <input type="checkbox"/> O <input type="checkbox"/> P <input type="checkbox"/> Q <input type="checkbox"/> R <input type="checkbox"/> S <input type="checkbox"/> T <input type="checkbox"/> U <input type="checkbox"/> V <input type="checkbox"/> W <input type="checkbox"/> X <input type="checkbox"/> Y <input type="checkbox"/> Z		1000004574	04/01/2021	04/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	CANCELLATION
SAMPLE	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

EXHIBIT B - Sumter County Agreement



Company ID Number: 1215880

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Page 2 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

Division of Corporations



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number F09000004816
FE/ EIN Number 22-3787755
Date Filed 12/04/2009
State NJ
Status ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT

2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G

2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary



Company ID Number: 1215880

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 Asphalt Paving Systems Inc (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.

Cresswell, Noelle
8241 Shandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

Plummer, Steven G
P.O. BOX 530
HAMMONTON, NJ 08037

Annual Reports	
Report Year	Filed Date
2016	01/30/2016
2017	01/19/2017
2018	02/13/2018

Document Images

02/13/2018 - ANNUAL REPORT	View image in PDF format
01/19/2017 - ANNUAL REPORT	View image in PDF format
02/28/2016 - AMENDED ANNUAL REPORT	View image in PDF format
01/20/2016 - ANNUAL REPORT	View image in PDF format
05/11/2015 - AMENDED ANNUAL REPORT	View image in PDF format
01/21/2015 - ANNUAL REPORT	View image in PDF format
03/24/2014 - ANNUAL REPORT	View image in PDF format
02/12/2013 - ANNUAL REPORT	View image in PDF format
02/13/2012 - ANNUAL REPORT	View image in PDF format
02/25/2011 - ANNUAL REPORT	View image in PDF format
01/04/2011 - ANNUAL REPORT	View image in PDF format
02/08/2010 - ANNUAL REPORT	View image in PDF format
12/04/2009 - Foreign Profit	View image in PDF format

EXHIBIT B - Sumter County Agreement



FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: Service
Desk
Send Prequalification Questions or Comments to Contracts Administration Office
Internet Privacy Policy, Disclosures & Credits



Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2021	HOME OFFICE ADDRESS PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	BIDDING OFFICE ADDRESS 9021 WIRE ROAD ZEPHYRHILLS, FL 33540 (813)788-0010
WORK CLASSES DRAINAGE GRADING JOINT AND CRACK SEALING		
HOT PLANT-MIXED BITUM. COURSES FLEXIBLE PAVING		

7/24/2020 10:18:49 AM ET



Contractor Pre-Qualification (CPQ)
Prequalified Contractors Listing



<p>W-9 Form (Rev. November 2017) Department of the Treasury Internal Revenue Service</p>		<p>Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>		<p>Give Form to the requester. Do not send to the IRS.</p>	
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Asphalt Paving Systems, Inc.</p>					
<p>2 Business name/disregarded entity name, if different from above</p>					
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Partnership <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) in the space below the box. <input type="checkbox"/> Not a U.S. entity. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check this box if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p>					
<p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any)</p>					
<p>5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 530 Hammon, NJ 08037 6 City, state, and ZIP code 7 List account number(s) here (optional)</p>					
<p>8 Requester's name and address (optional)</p>					
<p>Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>					
<p>Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 2. I am a U.S. citizen or other U.S. person (defined below); and 3. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>					
<p>General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). To report on an information return the amount paid to you, or other amount reportable on an information return, Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1088 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>					