



Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
August 17, 2020
B-6-20-57 Asphaltic Concrete

PROCUREMENT ANALYST: Debbie Feingold

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>AWARD AMOUNT</u>
V.A Paving, INC	Cocoa, FL	Yes	Per Attached Tabulation	\$4,300,000 annually (Estimate only).
Preferred Materials, INC	Orlando, FL	Yes	Per Attached Tabulation	
C.W. Roberts Contracting, INC.	Palm City, FL	Yes	Per Attached Tabulation	
Goodson Paving, INC.	Cocoa, FL	Yes	Per Attached Tabulation	
Community Asphalt Corp	Vero Beach, FL	Yes	Per Attached Tabulation	

☐ BOARD AWARD--AGENDA ATTACHED

☒ APPROVED AWARD (NON-BOARD AGENDA):
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT)


Steven A. Daring Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.

☐ Award to other than low, with low bid being non-responsive.

REASON FOR NON-RESPONSIVENESS:

☐ Award to low bid, less than three responses received.

REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Bruce Black, Public Works; Daniel Blackburn, Public Works;
Debbie Feingold, Purchasing Services

FOR PURCHASING USE ONLY:

☐ ONE-TIME PURCHASE

☒ ANNUAL BID:

EFFECTIVE DATE: August 22, 2020 ENDING DATE: August 21, 2021

RENEWAL OPTION ☐ One year ☒ Other (fill in) Two (2), One (1) Year

☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO

☐ Performance and payment bonds received with construction contract documents.

☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

☒ Please provide certificate of insurance.

☒ Please provide performance and payment bonds as required.

☐ OTHER:

 SW



BID TABULATION SHEET

Bid Title: Asphalt Concrete
 Bid No: B-6-20-57

OPENING DATE & TIME: August 6, 2020 @ 2:00pm
 POSTING TIME/DATE: August 10, 2020 THROUGH: August 14, 2020 @ 5pm

	V.A PAVING, INC		PREFERRED MATERIALS, INC.		C.W. ROBERTS CONTRACTING, INC.		GOODSON PAVING, INC		COMMUNITY ASPHALT CORP	
ASPHALTIC CONCRETE										
Superpave SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$81.00	TON	\$89.09	TON	\$107.75	TON	\$96.40	TON	\$146.00	TON
PARKING LOTS	\$115.00	TON	\$150.00	TON	\$117.75	TON	\$126.20	TON	\$172.00	TON
BIKE PATHS	\$170.00	TON	\$225.00	TON	\$157.75	TON	\$162.00	TON	\$172.00	TON
Superpave SP-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$78.00	TON	\$85.09	TON	\$102.50	TON	\$95.40	TON	\$139.00	TON
PARKING LOTS	\$115.00	TON	\$150.00	TON	\$112.50	TON	\$124.90	TON	\$159.00	TON
BIKE PATHS	\$170.00	TON	\$225.00	TON	\$152.50	TON	\$155.60	TON	\$166.00	TON

FRICTION COURSE										
Friction Course FC-5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$180.00	TON	\$175.00	TON	\$188.00	TON	\$199.15	TON	\$202.00	TON
Friction Course FC-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$110.00	TON	\$125.00	TON	\$137.50	TON	\$126.05	TON	\$199.00	TON
Friction Course FC-12.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$109.00	TON	\$108.00	TON	\$119.50	TON	\$128.25	TON	\$166.00	TON
SPEED HUMPS SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$575.00	TON	\$750.00	TON	\$2,000.00	TON	\$426.00	TON	\$365.00	TON
LESS THAN 25 TN PATCHING SP-9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$500.00	TON	\$750.00	TON	\$415.00	TON	\$342.00	TON	\$352.00	TON
25-50 TN PATCHING SP 9.5										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$300.00	TON	\$500.00	TON	\$255.00	TON	\$295.60	TON	\$268.00	TON
TACK FOB Gallon										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$12.00	GAL	NO BID	GAL	\$5.50	GAL	NO BID	GAL	\$21.00	GAL
PRIME										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$1.00	SY	\$1.00	SY	\$0.75	SY	\$0.80	SY	\$1.00	SY
PRIM AND SAND										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$2.00	SY	\$1.20	SY	\$1.10	SY	\$1.55	SY	\$1.00	SY
SAND 3% HOT MIX										
Vendor Delivered, Vendor Placed										
ROAD PAVING	\$1,000.00	TON	\$500.00	TON	NO BID	TON	\$375.00	TON	NO BID	TON
PARKING LOTS	\$14.00	SY	\$7.00	SY	NO BID	SY	\$3.64	SY	NO BID	SY
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5										
FOR PICK UP										
ROAD PAVING	\$65.00	TON	\$70.00	TON	\$70.00	TON	NO BID	TON	\$93.00	TON
TEMPORARY STRIPING										
Vendor Schedules and Provides										
ROAD PAVING	\$5.00	L.F.	\$2.00	L.F.	\$4.50	L.F.	\$6.00	L.F.	\$4.00	L.F.
NIGHT WORK										
Cost Per Ton										
ROAD PAVING	\$10.00	TON	\$10.00	TON	\$10.00	TON	\$16.50	TON	\$10.00	TON
COST FOR MILLING & CLEANUP										
SY 0-2,500 and Under										
ROAD PAVING	\$5.00	SY	\$5.00	SY	\$4.75	SY	\$6.37	SY	\$7.00	SY
COST FOR MILLING & CLEANUP										
SY \$2,601 - 5,000										
ROAD PAVING	\$3.00	SY	\$3.00	SY	\$2.75	SY	\$3.62	SY	\$5.00	SY
COST FOR MILLING & CLEANUP										
SY 5,001 - 15,000										
ROAD PAVING	\$2.75	SY	\$2.10	SY	\$2.75	SY	\$3.38	SY	\$4.00	SY
COST FOR MILLING & CLEANUP										
SY 15,001 and over										
ROAD PAVING	\$2.50	SY	\$2.10	SY	\$2.75	SY	\$3.10	SY	\$4.00	SY

ASPHALT MILLINGS FOR PICKUP FOB AT PLANT										
ROAD PAVING	\$75.00	TON	\$35.00	TON	\$17.50	TON	NO BID	TON	\$13.00	TON
COST PER TON TO ADD ARAMID FIBER										
TO THE ASPHALT MIX										
FOR SPECIFIC PROJECTS ONLY										
ROAD PAVING	\$10.00	TON	\$15.00	TON	\$10.00	TON	\$15.00	TON	NO BID	TON

INTENT TO AWARD: All items will be awarded to V.A. Paving, Inc., Preferred Materials, Inc., C.W. Roberts Contracting, Inc., Goodson Paving, Inc., and Community Asphalt Corp to be utilized per job based on price and availability of each contractor with the above tabulation.

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval Initials

[Handwritten Signature]



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 7, 2019

M E M O R A N D U M

TO: Leslie Rothering, Interim Central Services Director

RE: Item F.8., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualifications (FY 2019/2020) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 6, 2019, granted approval to perform the following actions regarding the attached list of commodities and services for fiscal year 2019/2020: 1.) Solicit competitive bids, quotes, and/or negotiate competitive agreements and award to lowest, responsive, responsible and most qualified supplier; 2.) solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or open purchase orders with the highest ranked proposer; 3.) exercise renewal options upon evaluation of supplier performance, and recommendation from user departments/offices; this establishes that continuance of the contract is favorable prior to renewal of the agreement; and 4.) authorize the Chair to execute contracts and renewals over \$100,000 in total aggregate value, subject to prior approval by the County Attorney's Office and Risk Management.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

cc: Budget
Finance

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2018/2019
- Over \$100,000 Annually -


COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone & Pea Gravel)	Up to 5 years	\$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Asphaltic Concrete	Up to 5 years	\$4,300,000.00
Automotive Parts	Up to 5 years	\$100,000.00
Brevard County Government 2019/2020 Health Plan	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	\$1,000,000.00
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$100,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services - All departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for P&R	Up to 5 years	\$640,000.00
Copy Machine Rental	5 yr. & 1 (1 yr.) renewal	\$500,000.00
County Dental Insurance	3 yr. & 1 (1 yr.) renewal	
County Group Vision Plan	3 yr. & 2 (1 yr.) renewals	
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$140,000.00
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	
Disaster Debris Removal Services	5 yr. & no renewals	
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$210,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$150,000.00
Floor Cleaning - Countywide	Up to 5 years	\$167,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$3,500,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$380,000.00
HVAC & Ice Machine Services	Up to 5 years	\$200,000.00
HVAC for Maintenance	Up to 5 years	\$1,200,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$185,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Maintenance - Parks & Rec	Up to 5 years	\$249,000.00
Lawn Maintenance (Full Detail) - Merritt Island, District 2	Up to 5 years	\$185,000.00
Lawn Services - Full (Public Works): Mow, Irrigation, Pesticide	Up to 5 years	\$150,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$100,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$1,250,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$1,500,000.00
Office Supplies	Up to 5 years	\$200,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$100,000.00
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$100,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$100,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services - Libraries	Up to 5 years	\$200,000.00
Pumpout Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$180,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$230,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$350,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$140,000.00
Road Construction Materials	Up to 5 years	\$4,000,000.00

ANNUAL BID/QUOTE/PROPOSAL LIST

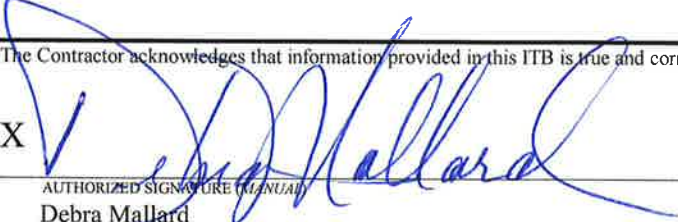
FY 2018/2019

- Over \$100,000 Annually -

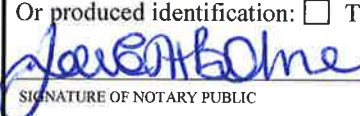
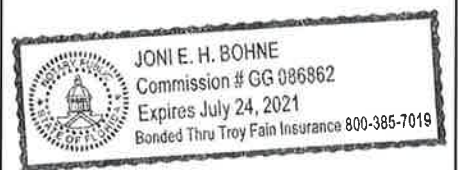
COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$150,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed - Multidepartmental	Up to 5 years	\$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$983,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$100,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$160,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices	Up to 5 years	\$100,000.00
Tire Shredding & Disposal Services	Up to 5 years	\$335,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$250,000.00
Transportation of Dead Bodies	Up to 6 years	\$167,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$150,000.00
Trucking Services	Up to 5 years	\$110,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite	Up to 5 years	\$100,000.00
(Brevard County Cooperative Bid)		
Welding/Medical Gases & Supplies	Up to 5 years	\$100,000.00

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<h1 style="margin:0;">INVITATION TO BID</h1> <h2 style="margin:0;">Bid Acknowledgment</h2>	
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov		(321) 617-7390 Ext. 5-9332		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523					
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
RELEASE DATE: July 16, 2020		BID TITLE: Asphaltic Concrete		BID NUMBER: B-6-20-57	
				BID OPENING DATE AND TIME: August 6, 2020 @ 2pm	
PRE-BID DATE, TIME, AND LOCATION: A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940				<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	
BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: V.A. Paving, Inc. 2955 Lake Dr Cocoa, FL 32926		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 59-2147362	
TELEPHONE NUMBER/TOLL-FREE NUMBER: (321) 636-2565		If returning as a "no bid," state reason:	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this ITB is true and correct. <div style="text-align: center;">  X AUTHORIZED SIGNATURE (MANUAL) Debra Mallard NAME (PRINTED) President TITLE </div> <div style="text-align: right; margin-top: 10px;"> 8/6/2020 DATE </div>	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this <u>6</u> day of <u>August</u> 20 <u>20</u> . Personally known: <input checked="" type="checkbox"/> Or produced identification: <input type="checkbox"/> Type of ID: _____ <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;">  SIGNATURE OF NOTARY PUBLIC </div> <div style="text-align: center;"> FL STATE </div> </div> <div style="margin-top: 10px;"> Joni E H Bohne NAME OF NOTARY PUBLIC (PRINTED) </div>		(AFFIX SEAL or STAMP) 	
My commission expires: <u>7/24/21</u>			

BOND DATA

CONTRACTOR MUST PROVIDE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND			AMOUNT: <u>100% on projects over \$100,000</u>	
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:				
BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS	
\$ 1,000,000	I	\$ 25,000,000	V	
\$ 2,000,000	II	\$ 50,000,000	VI	
\$ 5,000,000	III	\$ 100,000,000	VII	
\$ 10,000,000	IV			
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.				
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.				

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to the [demandstar](#) and [VendorLink](#) websites.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any Insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable

insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.
51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.
53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with

respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [DemandStar](#) and [VendorLink](#) websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:**

During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

**Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST**

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☒ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☒ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☒ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☒ Confirmation of Drug Free Workplace Form
- ☒ Reference Form
- ☒ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements

Attachment B: Ace Fiber Specs

Attachment C: Forta Fi Fiber Specs

Attachment D: Excel Price Sheet

**Asphaltic Concrete
B-6-20-57
SPECIAL CONDITIONS**

1. PURPOSE

Brevard County Purchasing Services, on behalf of the Brevard County Public Works Department, is soliciting annual bids for the purchase of asphaltic concrete on a continuing basis to be purchased on an as needed basis.

Estimated annual quantities are provided for Brevard County. The quantities provided are estimates only, and do not constitute a minimum or maximum volume of work to be accomplished under this agreement.

CONTRACT PERIOD

The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods. Brevard County will notify the Contractor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

DELIVERY

All bids must be F.O.B. Destination, packing, shipping, handling and fuel surcharges, and delivery included to various locations in Brevard County, with inside delivery. Delivery addresses and quantities of orders may vary from order to order throughout Brevard County.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Debbie Feingold, Purchasing Services at 321-617-7390 or by email at Debbie.feingold@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [Onvia DemandStar® website](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Debbie Feingold at Debbie.feingold@brevardfl.gov. To be given consideration, such requests must be received in writing no later than July 30, 2020 @ 5pm.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than August 6, 2020 @ 2pm**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at www.myvendorlink.com .
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on compact disc or USB flash drive. Electronic Price Sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should

be saved on compact disc (CD) or USB flash drive and included with bid submittal. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time.** If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. PRE-BID/WALK THROUGH

A pre-bid meeting/walk through shall be held on July 23, 2020 @ 10:30am located in the Florida Room, 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940. Interested Contractors are highly encouraged to attend this meeting. All contractors attending this pre-bid walk thru should meet in the Florida Room – 3rd Floor.

☐ **Mandatory** ☒ **Non-Mandatory**

**Asphaltic Concrete
B-6-20-57
SCOPE OF SERVICES**

1. The material and services to be provided and performed by the awarded vendor are anticipated to be, but not limited to, those services set forth in the specifications. If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor, in writing, the problem(s) that exist. If the problem(s) persist or reoccur, the County reserves the right to cancel the contract by advising the contractor in writing as per General Conditions #42.
2. All material supplied under this contract must meet the requirements of sections 300, 320, 327, 330, 334, and 337 of the Florida D.O.T. Standard Specifications for Road and Bridge Construction, 2020 edition.
3. All materials supplied under this contract for road paving, resurfacing, patching, and cold patch (one-ton minimum) must be available with 72 hours of notification by the agency, and within five business days' notice by the agency for any nighttime work. In the event the contractor cannot meet the 72-hour availability notification the County reserves the right to move to the next available contractor.
4. The asphalt contractor shall furnish all materials, equipment, labor and incidentals for mixing aramid fibers into the existing mix design of the particular type of asphalt specified. The asphalt contractor shall introduce the fibers into the asphalt mix conforming to the specifications and requirements of the manufacturer. The asphalt contractor shall use the automated dosing machine recommended by the manufacturer to blend the specified rate of fibers per ton of asphalt per the Superpave Asphalt Concrete-Reinforcing Fiber in Asphalt Per Article 334-2.
5. The contractor must provide a minimum of 48-hour notice prior to leaving job site if scheduled work is not complete.
6. Bidders shall include in their bids the cost for all equipment, materials, and labor to power sweep and apply a tack coat prior to resurfacing and/or patching roads where applicable. No asphalt or patch shall be installed in standing water, or during raining conditions. Asphalt that is installed in such conditions will be removed by the contractor at the contractor's expense.
7. Contractor will be responsible for cleaning of driveways (tack, dirt and debris from brooming).
8. Contractor shall be responsible for rideability (must bring any problems of existing conditions to County's attention prior to paving.) Corrections on "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020. Roadways subject to straight edge requirements.
9. Contractor to place all asphalt mixtures by the string line method, per FDOT 330-6.1.1. Contractor is to provide a uniform centerline and edge line +/- 1.5 inches. Any corrections for variations will be absorbed at the expense of the contractor.
10. The contractor shall provide temporary striping in accordance with section 102-1 and 102-2 of the Florida D.O.T. Standard Specification for Road and Bridge construction, 2020 edition. When the County's Striping Contractor is not available, the Asphalt Contractor must provide temporary striping.
11. When required, the contractor shall provide all equipment, labor and materials for Maintenance of Traffic in accordance with Florida D.O.T. Design Standards for Design. Construction, Maintenance

and Utility Operations on the State Highway System, Standard Specifications for Road and Bridge Construction, as well as the Manual on Uniform Traffic Control Devices (MUTCD) latest editions.

12. The contractor shall conform to the requirements of Section 330, "Hot Mix Asphalt - General Construction Requirements" of Florida D.O.T. Standard Specifications for Road and Bridge Construction 2020 Edition.
12. The contractor shall conform to the requirements of section 327 "Milling of Existing Asphalt Pavement" The Milled surface must be of uniform grade, and be consistent with the profile which existed prior to milling, and be clean and free of loose materials prior to the placement of hot mix.
13. The County will make award in accordance with General Conditions # 23 on the following:
 - Vendor Delivered and Vendor Placed price for SP9.5, SP12.5, FC9.5, FC12.5, and pick-up price for FOB 9.5 asphalt.
 - The Vendor Delivered and Vendor Placed price per ton must include all associated costs. Additional hauling costs will not be allowed.
14. Plant locations must be identified with bid.
15. Projects still in progress under the County's current agreement will be completed by the contractor under the current agreement. The contractor awarded this bid will be responsible for completion of any projects already in progress when the term of this bid expires.
16. An electronic weight ticket with Brevard County contract number, product mix design number, and plant location clearly marked must accompany all deliveries. Payment may be withheld where no delivery ticket is received with shipment, or if the ticket has incomplete information.
17. Subsequent to award and prior to commencement of contract, successful bidder(s) will be required to furnish proof of minimal insurance coverage per the attached requirements.
18. All references to specifications refer to the Florida Department of Transportation Standard Specifications for Road & Bridge Construction, 2020 edition.
19. Any "pushing" or "slipping" of the asphalt within a 12-month period after placement will be repaired at the contractor's expense.
20. At the start of all paving operations, the edge of the previous pavement shall be saw cut to provide a uniform edge to begin the construction of the paving process. When paving starts in a section where there is no edge, a section of the existing paving shall be milled to a depth of at least 1" and 12' along surface, the width of the section to be paved.
21. Testing by the County may be required using the following guidelines. Extraction and Gradation samples will be taken from the plant and random field samples for each daily production run per FDOT or County requirements (samples from the field shall be taken directly in front of the power-screw feed). All deficiencies will be corrected per FDOT Standards & Specifications for Road & Bridge (2020 version). Cores may also be required to verify thickness.
22. LIQUIDATED DAMAGES

If the Contractor does not arrive on site as scheduled, the County will provide the Contractor with 24-hours' notice that work will be acquired elsewhere. In the event that the County acquires work elsewhere due to contractor non-performance, liquidated damages will be assessed at the actual cost difference the County incurs from the alternate supplier.

Liquidated damages may be collected by the County by deducting damages from any outstanding invoices.

23. DEFECTIVE MATERIALS

If the contractor provides the County with any defective materials, it shall be the contractor's responsibility to remove the defective materials and replace them with correct materials at their own expense. The County will not remit payment for the original materials ordered until this correction is complete.

24. ESTIMATED QUANTITIES/USAGES

Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased.

Brevard County Board of County Commissioners:

- Superpave 9.5 – 85,000 TONS
- Superpave 12.5 – 15,000 TONS
- FC 12.5 – 25,000 TONS

The Contractor shall be responsible for preventing all asphalt paving debris from entering the storm drainage system of Brevard County. The Contractor shall use best management practices to establish inlet protection and the prevention of all unsuitable materials from entering into the storm system.

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$ 81.00 Ton	\$115.00 Ton	\$170.00 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$78.00 Ton	\$115.00 Ton	\$170.00 Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$ 180.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$110.00 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$109.00 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$575.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$500.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$300.00 Ton		
TACK FOB Gallon	FOB GALLON	\$12.00 Gal		
PRIME	Vendor Delivered, Vendor Placed	\$1.00 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$2.00 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$1,000.00 Ton	\$14.00 SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$65.00 Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$5.00 L.F.		
Night Work	Cost per ton	\$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$5.00 SY		
	SY \$2,501 - 5,000	\$3.00 SY		
	SY 5,001 to 15,000	\$2.75 SY		
	SY 15,001 and over	\$2.50 SY		
Asphalt Millings for Pickup FOB at Plant		\$75.00 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)	*			
SPECIFIC PROJECTS ONLY *		\$10.00 Ton		

Plant Locations: _____ 800 Cidco Rd Cocoa, FL 32926 _____

**ASPHALTIC CONCRETE
BID # B-6-20-57**

**REVISED PRICE SHEET
(Continued)**

Addendum Acknowledgment:

Add. No. 1 Dated 7/28/2020 / Add. No. Dated

Add. No. Dated / Add. No. Dated

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

Does your company accept payment via ACH? ☒ YES / ☐ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR V.A. Paving, Inc.

ADDRESS 2955 Lake Dr Cocoa, FL 32926

AUTHORIZED SIGNATURE  DATE 8/6/2020

PRINTED SIGNATURE Debra Mallard, President

TELEPHONE # 321-636-2565 FAX # 321-631-4541

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Asphaltic Concrete
B-6-20-57

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

<div style="margin-bottom: 10px;"><div style="display: flex; justify-content: space-between;"><div>V.A. Paving, Inc.</div><div>B-6-20-57 Asphaltic Concrete</div></div><div style="display: flex; justify-content: space-between;"><div>Business Name</div><div>Bid Number and Name</div></div><div style="margin-top: 20px;"><div style="display: flex; justify-content: space-between;"><div></div><div>8/6/2020</div></div><div style="display: flex; justify-content: space-between;"><div>Authorized Representative's Signature</div><div>Date</div></div></div><div style="display: flex; justify-content: space-between;"><div>Debra Mallard</div><div>President</div></div><div style="display: flex; justify-content: space-between;"><div>Name</div><div>Position</div></div></div>	
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PUBLIC CONSTRUCTION BOND

(Payment and Performance)

BY THIS BOND, We _____, having its principal place of business at _____, (____)____-____, herein called Principal, and _____, having its principal place of business at _____, (____)____-____, a corporation as Surety, are bound to Board of County Commissioners of Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of _____ (\$____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs the contract number _____ dated _____ between Principal and Owner for construction of (project description) _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- Any action instituted by a claimant under this bond for payment must be in accordance

with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this ____ day of _____, 20__.

Witness:

(Principal) (Seal)

Its: _____
(Title)

Witness:

(Surety) (Seal)

Its _____
(Title)

**Asphaltic Concrete
B-6-20-57
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Brevard County
Date of Services: 12/2019 to present
Description of Services: Road Resurfacing
Street Address: 2725 Judge Fran Jamieson Way, Bldg. A-219
City, State, ZIP Code: Viera, FL 32940
Telephone #: (321) 617-7202 Fax #: 633-2170
Contact Person: Craig Kupec Email: Craig.Kupec@brevardfl.gov

Ref #2. Customer/Client: City of Melbourne
Date of Services: 9/2019 to present
Description of Services: Road Resurfacing
Street Address: 900 E Strawbridge Ave
City, State, ZIP Code: Melbourne, FL 32901
Telephone #: (321) 953-6313 Fax #: 321-608-5135
Contact Person: Dani Straub Email: dani.straub@mlbfl.org

Ref #3. Customer/Client: City of Palm Bay
Date of Services: 8/2019 to January 2020
Description of Services: Road Resurfacing
Street Address: 1050 Malabar Rd
City, State, ZIP Code: Palm Bay, FL 32907
Telephone #: (321) 917-3430 Fax #: 321-952-3424
Contact Person: Frank Watanabe Email: Frank.Watanabe@palmbayflorida.org

Ref #4. Customer/Client: City of Titusville
Date of Services: 06/2020 to present
Description of Services: Road Resurfacing
Street Address: 2910 Garden St
City, State, ZIP Code: Titusville, FL 32796
Telephone #: (321) 383-5815 Fax #: (321) 383-5628
Contact Person: Vanessa Maldonado Email: Vanessa.Maldonado@Titusville.com

Ref #5. Customer/Client: Space Florida
Date of Services: 05/2020 to present
Description of Services: Road Resurfacing
Street Address: 505 Odyssey Way, Suite 300
City, State, ZIP Code: Exploration Park, FL 32953
Telephone #: (321) 730-5301 Fax #: (321) 730-5307
Contact Person: Bunti Patel Email: Bunti.Patel@aecom.com

CONTRACTOR NAME V.A. Paving, Inc.

ADDRESS 2955 Lake Dr Cocoa, FL 32926

PRINTED SIGNATURE Debra Mallard

AUTHORIZED SIGNATURE 

TELEPHONE # 321-636-2565

FAX# 321-631-4541

DATE 8/6/2020

EMAIL: debra.mallard@vapaving.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared

Debra Mallard, who, being by me first duly sworn, made the following statement:

1. The Business address of V.A. Paving, Inc. (name of Contractor) is 2955 Lake Dr Cocoa, FL 32926.
2. My relationship to V.A. Paving, Inc. (name of Contractor) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

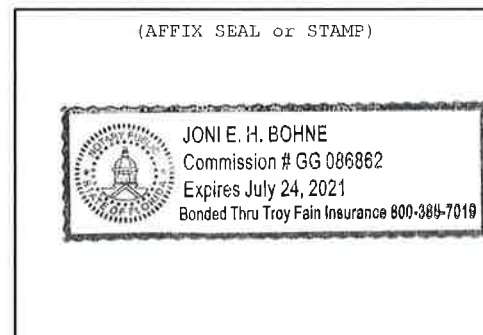
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. V.A. Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. V.A. Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.


Signature
Debra Mallard, President

Sworn to and subscribed before me in the state and county first mentioned above on the
6 day of August, 2020.


Notary Public

My commission expires:
7/24/21



FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

Clean Air Act -

- i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

- i. The consultant agrees to comply withal applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. **Suspension and Debarment:**

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment.

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

11. **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

The Consultant certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. **Additional FEMA Requirements:**

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- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
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B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**

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

C. **Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts:**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBER IN ASPHALT.
(1-24-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

<u>Aramid Properties</u>	<u>Measure</u>
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm ³)
Decomposition Temperature	> 800 (°F)
<u>Treatment Properties</u>	<u>Measure</u>
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
<u>Short Cut Aramid Fiber Bundles</u>	<u>Measure</u>
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT.
(02-14-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
 - a. Polyolefin: Serrated
 - b. Aramid: Monofilament
4. Specific Gravity:
 - a. Polyolefin: 0.91
 - b. Aramid: 1.44
5. Tensile Strength:
 - a. Aramid: $\geq 400,000$ psi
6. Melt Temperature:
 - a. Polyolefin: $\geq 270^{\circ}\text{F}$
 - b. Aramid: $\geq 800^{\circ}\text{F}$
7. Acid/Alkali Resistance: Inert



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Florida Profit Corporation

V. A. PAVING, INC.

Filing Information

Document Number	F59465
FEI/EIN Number	59-2147362
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Event Date Filed	12/27/2001
Event Effective Date	NONE

Principal Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Mailing Address

% DEBRA D MALLARD
2955 LAKE DRIVE
COCOA, FL 32926-4334

Changed: 02/23/2011

Registered Agent Name & Address

MALLARD, DEBRA D
2955 LAKE DR
COCOA, FL 32926

Name Changed: 02/23/2011

Address Changed: 01/04/2006

Officer/Director Detail

Name & Address

Title VSD

HART, TERRI M

4108 FISHERMANS PLACE
COCOA, FL 32926

Title VTD

MALLARD, ARNOLD A JR
2125 DALE LANE
COCOA, FL 32926

Title PD

MALLARD, DEBRA D
755 Adamson Road
COCOA, FL 32926

Annual Reports

Report Year	Filed Date
2018	01/11/2018
2019	02/21/2019
2020	02/03/2020

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02/03/2020 -- ANNUAL REPORT	View image in PDF format
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04/25/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
12/27/2001 -- Amendment	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
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Florida Department of State, Division of Corporations






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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19

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Vendor Search

Vendor Search

How do I use this tool? [Search Help Documents](#)

Maximum Results: 25 ▾

Use Advanced Search

Vendor Name: V.A. Paving

Email Address:

Last Name:

User Name:

Search

Reset

No search results were found. Please try a different search.

Vendor Name

First Name

Last Name

Phone

Email

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Next Page



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 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

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 - › [Reps & Certs](#)
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 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

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V. A. Paving, Inc.
DUNS: 063896807 CAGE Code: oCYK4
Status: Active
Expiration Date: 10/03/2020
Purpose of Registration: All Awards

2955 Lake Dr
Cocoa, FL, 32926-4334 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: V. A. Paving, Inc.
Business Type: Business or Organization
Last Updated By: Debra Mallard
Registration Status: Active
Activation Date: 10/04/2019
Expiration Date: 10/03/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200717-1140
WWW2

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) ( 753.24 KB)

Updated 12/10/19

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FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary

of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."

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9. **Suspension and Debarment:**

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The Consultant certifies, to the best of his or her knowledge, that:

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- iii. At a reasonable price.

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

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fiber. Do not alter the final mix design for the addition of fiber at the asphalt plant.

334-2.5.1 Description: Furnish all materials, equipment, labor, and incidentals for mixing aramid fiber into the asphalt mix. Aramid fibers must be treated to prevent them from becoming airborne during the mixing process and the treatment must become soluble in the asphalt binder. Continuously feed and mix treated aramid fiber into the asphalt mix per the dosage and mixing requirements of this specification. Provide a certification report signed and sealed by a registered professional engineer upon project completion, which provides the actual dosage rate used for the project and states all specification requirements were adhered to.

334-2.5.2 Materials: Meet the following Aramid and Treatment material properties.

<u>Aramid Properties</u>	<u>Measure</u>
Material	Para-Aramid Fiber (50-52% by weight)
Form	Filament Yarn
Tensile Strength	> 2.758 (GPa)
Elongation at Break	< 4.4 (%)
Modulus	> 95 (GPa)
Specific Gravity	1.44-1.45 (g/cm ³)
Decomposition Temperature	> 800 (°F)
<u>Treatment Properties</u>	<u>Measure</u>
Treatment Type	Sasobit® Wax (48-50% by weight)
Treatment Melting Temperature	> 175 (°F)
<u>Short Cut Aramid Fiber Bundles</u>	<u>Measure</u>
Length	1.50 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)
Storage	Store dry with no contact with moisture

334-2.5.3 Dosage & Mixing Requirements: Use an aramid dosage rate of 2.1 ounces (+/- 5.0%) per ton of mix. This does not include the treatment weight. Meter and continuously feed treated aramid fibers in a constant stream-like manner for uniform disbursement. Mix the fibers with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process. Use an automated dosing machine to feed the treated aramid fibers into the mixing drum through the RAP collar. Calibrate the metering based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feed the fibers in a constant stream-like manner through the RAP collar.

**SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT.
(02-14-19)**

ARTICLE 334-2 is expanded by the following new Subarticle:

334-2.5 Reinforcing Fibers: When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.

Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

The physical properties of the reinforcing fibers shall be as follows:

1. Materials in a blend of polyolefin and para-aramid or aramid.
2. Length: 3/4 inch
3. Form:
 - a. Polyolefin: Serrated
 - b. Aramid: Monofilament
4. Specific Gravity:
 - a. Polyolefin: 0.91
 - b. Aramid: 1.44
5. Tensile Strength:
 - a. Aramid: $\geq 400,000$ psi
6. Melt Temperature:
 - a. Polyolefin: $\geq 270^{\circ}\text{F}$
 - b. Aramid: $\geq 800^{\circ}\text{F}$
7. Acid/Alkali Resistance: Inert

ASPHALTIC CONCRETE
BID # B-6-20-57

PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ Ton	\$ _____ Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ Ton	\$ _____ Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
TACK FOB Gallon	FOB GALLON	\$ _____ Gal		
PRIME	Vendor Delivered, Vendor Placed	\$ _____ SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$ _____ SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$ _____ Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$ _____ L.F.		
Night Work	Cost per ton	\$ _____ Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$ _____ SY		
	SY \$2,501 - 5,000	\$ _____ SY		
	SY 5,001 to 15,000	\$ _____ SY		
	SY 15,001 and over	\$ _____ SY		
Asphalt Millings for Pickup FOB at Plant		\$ _____ Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)		\$ _____ Ton		

Plant Locations: _____

**ASPHALTIC CONCRETE
BID # B-6-20-57**

PRICE SHEET (Continued)

Addendum Acknowledgment:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

Does your company accept payment via ACH? _____ YES / _____ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

DATE _____

PRINTED SIGNATURE _____

TELEPHONE # _____ FAX

SUBMIT SEALED BID TO:

BREVARD COUNTY PURCHASING SERVICES
2725 JUDGE FRAN JAMIESON WAY
BLDG. C, 3rd FLOOR, SUITE C-303
VIERA, FL 32940



INVITATION TO BID

Bid Acknowledgment

PROCUREMENT ANALYST: (321) 617-7390
Debbie Feingold
Ext. 5-9332
debbie.feingold@brevardfl.gov

AN EQUAL
OPPORTUNITY
EMPLOYER

FLORIDA TAX EXEMPT #85-8012621749C-1
FEDERAL TAX EXEMPT #59-6000523

BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the [Onvia DemandStar® website](#) and [VendorLink](#)

RELEASE DATE:
July 16, 2020

BID TITLE:
Asphaltic Concrete

BID NUMBER:
B-6-20-57

BID OPENING DATE AND TIME:
August 6, 2020 @ 2pm

PRE-BID DATE, TIME, AND LOCATION:

A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940

☐ Mandatory
☒ Non-Mandatory

**BIDS RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED**

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼**LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:**

Preferred Materials, Inc.
1806 33rd Street, Suite 150
Orlando, FL 32839

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(407) 343-7445

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):

58-1401468

If returning as a "no bid," state reason:

I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

The Contractor acknowledges that information provided in this ITB is true and correct.

DocuSigned by:
X *Lonnie Schaub*
8D28A17958AC4FC
AUTHORIZED SIGNATURE (MANUAL)
Lonnie Schaub
NAME (PRINTED)
Vice President
TITLE
08/06/2020
DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____

Tamara Albright
SIGNATURE OF NOTARY PUBLIC FL
STATE

Tamara Albright
NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: 11/03/2021

(AFFIX SEAL or STAMP)

TAMARA ALBRIGHT
Notary Public-State of Florida
Commission # GG141165
Commission Expires 11/3/2021

BOND DATA**CONTRACTOR MUST PROVIDE:**

Yes ☐ No ☒ BID BOND

Yes ☒ No ☐ PERFORMANCE BOND

Yes ☐ No ☒ LABOR, MATERIAL, PERFORMANCE BOND

AMOUNT:

100% on projects over \$100,000

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

**PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.**

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☒ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☒ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☒ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☒ Confirmation of Drug Free Workplace Form
- ☒ Reference Form
- ☒ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements

Attachment B: Ace Fiber Specs

Attachment C: Forta Fi Fiber Specs

Attachment D: Excel Price Sheet

Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Preferred Materials, Inc.

Business Name

DocuSigned by:

Lonnie Schaub

Authorized Representative's Signature

Lonnie Schaub

Name

B-6-20-57 - Asphaltic Concrete

Bid Number and Name

08/06/2020

Date

Vice President

Position

Asphaltic Concrete
B-6-20-57
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

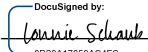
Ref #1. Customer/Client: Osceola County Board of County Commissioners
 Date of Services: 2016 - present
 Description of Services: Asphalt Milling & Resurfacing
 Street Address: 1 Courthouse Square
 City, State, ZIP Code: Kissimmee, FL
 Telephone #: (407) 742-2000 Fax #: _____
 Contact Person: Heidi Lockwood Email: heidi.lockwood@osceola.org

Ref #2. Customer/Client: Central Florida Expressway Authority
 Date of Services: 04/2019 to present
 Description of Services: Asphalt Milling & Resurfacing
 Street Address: 4974 ORL Tower Road
 City, State, ZIP Code: Orlando, FL 32807
 Telephone #: (407) 690-5000 Fax #: _____
 Contact Person: Ben Dreiling Email: ben.dreiling@cfxway.com

Ref #3. Customer/Client: Florida Department of Transportation
 Date of Services: 2018 - 2020
 Description of Services: Asphalt Milling & Resurfacing
 Street Address: P.O. Box 613069
 City, State, ZIP Code: Ocoee, FL 34761
 Telephone #: (407) 532-3999 Fax #: _____
 Contact Person: Brian Qualls Email: bqualls@elipsisec.com

Ref #4. Customer/Client: _____
 Date of Services: _____
 Description of Services: _____
 Street Address: _____
 City, State, ZIP Code: _____
 Telephone #: _____ Fax #: _____
 Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
 Date of Services: _____
 Description of Services: _____
 Street Address: _____
 City, State, ZIP Code: _____
 Telephone #: _____ Fax #: _____
 Contact Person: _____ Email: _____

CONTRACTOR NAME Preferred Materials, Inc.
 ADDRESS 1806 33rd Street, Suite 150, Orlando, FL 32839
 PRINTED SIGNATURE Lonnie Schaub
 AUTHORIZED SIGNATURE  _____
 TELEPHONE # 407-343-7445 FAX# 407-839-1458 DATE 08/06/2020
 EMAIL: lonnie.schaub@preferredmaterials.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared
Lonnie Schaub, who, being by me first duly sworn, made the following statement:

1. The Business address of Preferred Materials, Inc. (name of Contractor) is
1806 33rd Street, Suite 150, Orlando, FL 32839
2. My relationship to Preferred Materials, Inc. (name of Contractor) is
 (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Preferred Materials, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Preferred Materials, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

DocuSigned by:

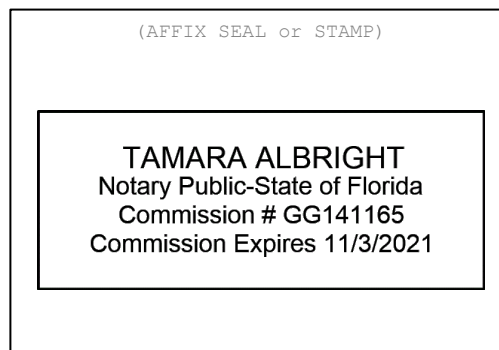
8D28A17068AC4FC...
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
6th day of August, 2020.



Notary Public

My commission expires: 11/03/2021



ASPHALTIC CONCRETE
BID # B-6-20-57
REVISED PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$ 89.09 ___ Ton	\$ 150.00 ___ Ton	\$ 225.00 ___ Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$ 85.09 ___ Ton	\$ 150.00 ___ Ton	\$ 225.00 ___ Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$ 175.00 ___ Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$ 125.00 ___ Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$ 108.00 ___ Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$ 750.00 ___ Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$ 750.00 ___ Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$ 500.00 ___ Ton		
TACK FOB Gallon	FOB GALLON	\$ N/A ___ Gal		
PRIME	Vendor Delivered, Vendor Placed	\$ 1.00 ___ SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$ 1.20 ___ SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$ 500.00 ___ Ton	\$ 7.00 ___ SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$ 70.00 ___ Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$ 2.00 ___ L.F.		
Night Work	Cost per ton	\$ 10.00 ___ Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$ 5.00 ___ SY		
	SY \$2,501 - 5,000	\$ 3.00 ___ SY		
	SY 5,001 to 15,000	\$ 2.10 ___ SY		
	SY 15,001 and over	\$ 2.10 ___ SY		
Asphalt Millings for Pickup FOB at Plant		\$ 35.00 ___ Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) *				
SPECIFIC PROJECTS ONLY *		\$ 15.00 ___ Ton		

Plant Locations: Melbourne, Kissimmee and Winter Springs, FL

**ASPHALTIC CONCRETE
BID # B-6-20-57**

**REVISED PRICE SHEET
(Continued)**

Addendum Acknowledgment:

Add. No. 1 Dated 07/28/20 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

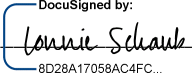
If Prompt Payment Discount is offered, please state discount terms below:

Does your company accept payment via ACH? _____ YES / ☒ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Preferred Materials, Inc.

ADDRESS 1806 33rd Street, Suite 150. Orlando, FL 32839

AUTHORIZED SIGNATURE  _____

PRINTED SIGNATURE Lonnie Schaub, Vice President

DATE 08/06/20

TELEPHONE # (407) 343-7445

FAX # (407) 839-1458



[Skip to Main Content](#)

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Convicted Vendor List

Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) ( 753.24 KB)

Updated 12/10/19

Document reader download link

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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[Login.gov FAQs](#)

 **ALERT:** SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- › [Entity Overview](#)
- › [Entity Registration](#)
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
- › [Exclusions](#)
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Preferred Materials, Inc.
DUNS: 809022671 CAGE Code: 7EK24
Status: Active
Expiration Date: 11/13/2020
Purpose of Registration: All Awards

4636 Scarborough Dr
Lutz, FL, 33559-8506 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Preferred Materials, Inc.
Business Type: Business or Organization
Last Updated By: Ashley Turner
Registration Status: Active
Activation Date: 11/14/2019
Expiration Date: 11/13/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200717-1140
WWW2

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	Preferred Materials
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	112758800
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 21, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Other Non-Profit / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived:	<input type="checkbox"/>
Terms of Use have not been agreed to:	<input type="checkbox"/>

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 04/28/2015
Accepted By:	Ashley Turner

Contacts

[View Contact List](#)

Locations

024 Preferred Materials, Inc. Status: AC [Details](#)

[-] Commodity Codes

No Commodity Codes Selected

[Return to List](#)

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

PREFERRED MATERIALS, INC.

Filing Information

Document Number F07000005569

FEI/EIN Number 26-1171248

Date Filed 11/09/2007

State DE

Status INACTIVE

Last Event WITHDRAWAL

Event Date Filed 06/10/2011

Event Effective Date NONE

Principal Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Mailing Address

375 NORTHRIDGE ROAD
SUITE 350
ATLANTA, GA 30350

Changed: 06/10/2011

Registered Agent Name & Address

NONE

Officer/Director Detail

Name & Address

Title PD

DUKE, ROBERT F
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

MILLER, WILLIAM B

375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title ST

BROWN, CHARLIE
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title VPAS

LAING, KENNETH C
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title DIR

MERGENS, RICHARD
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Title AS

HICKMAN, GARY P
375 NORTHRIDGE ROAD, SUITE 350
ATLANTA, GA 30350

Annual Reports

Report Year	Filed Date
2009	06/24/2009
2010	04/20/2010
2011	04/11/2011

Document Images

06/10/2011 -- Withdrawal	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
08/30/2010 -- Merger	View image in PDF format
04/20/2010 -- ANNUAL REPORT	View image in PDF format
06/24/2009 -- ANNUAL REPORT	View image in PDF format
06/22/2009 -- ANNUAL REPORT	View image in PDF format
05/13/2009 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
11/09/2007 -- Foreign Profit	View image in PDF format






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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).


Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19


Document reader download link

-  [Adobe PDF Reader](#)

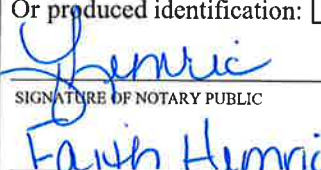

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SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<h1>INVITATION TO BID</h1> <h2>Bid Acknowledgment</h2>	
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov		(321) 617-7390 Ext. 5-9332		AN EQUAL OPPORTUNITY EMPLOYER	
FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523					
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
RELEASE DATE: July 16, 2020		BID TITLE: Asphaltic Concrete		BID NUMBER: B-6-20-57	
PRE-BID DATE, TIME, AND LOCATION: A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory		BID OPENING DATE AND TIME: August 6, 2020 @ 2pm BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED	

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: Goodson Paving, Inc 430 Chico Road Cocoa, FL 32924		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 59-2872065	
TELEPHONE NUMBER/TOLL-FREE NUMBER: (321) 681-5523		If returning as a "no bid," state reason:	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this ITB is true and correct. <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div>  AUTHORIZED SIGNATURE (MANUAL) Travis Goodson NAME (PRINTED) Vice President TITLE </div> <div style="margin-left: 10px;"> 8/6/2020 DATE </div> </div>	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this <u>6</u> day of <u>Aug</u> 20 <u>20</u> . Personally known: <input checked="" type="checkbox"/> Or produced identification: <input type="checkbox"/> Type of ID: _____		(AFFIX SEAL OR STAMP)
SIGNATURE OF NOTARY PUBLIC  NAME OF NOTARY PUBLIC (PRINTED) Faith Hemric		
		
My commission expires: _____		

BOND DATA

CONTRACTOR MUST PROVIDE: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> BID BOND Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> PERFORMANCE BOND Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LABOR, MATERIAL, PERFORMANCE BOND		AMOUNT: <u>100% on projects over \$100,000</u>
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:		
BOND AMOUNT UP TO: \$ 1,000,000 \$ 2,000,000 \$ 5,000,000 \$ 10,000,000	FINANCIAL CLASS I II III IV	BOND AMOUNT UP TO: \$ 25,000,000 \$ 50,000,000 \$ 100,000,000
FINANCIAL CLASS V VI VII		
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.		
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.		

**Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST**

Items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☒ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☒ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☒ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☒ Confirmation of Drug Free Workplace Form
- ☒ Reference Form
- ☒ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

- Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
- Attachment B: Ace Fiber Specs
- Attachment C: Forta Fi Fiber Specs
- Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	96.4	126.2	162
Superpave SP-12.5	Vendor Delivered, Vendor Placed	95.4	124.9	155.6
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	199.15		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	126.05		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	128.25		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	426		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	342		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	295.6		
TACK FOB Gallon	FOB GALLON	NO BID		
PRIME	Vendor Delivered, Vendor Placed	0.8		
PRIM AND SAND	Vendor Delivered, Vendor Placed	1.55		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	375	3.64	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	NO BID		
TEMPORARY STRIPING	Vendor Schedules and Provides	6		
Night Work	Cost per ton	16.5		
Cost for Milling & Clean Up	SY 0-2,500 and under	6.37		
	SY \$2,501 - 5,000	3.62		
	SY 5,001 to 15,000	3.38		
	SY 15,001 and over	3.1		
Asphalt Millings for Pickup FOB at Plant		NO BID		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)	*			
SPECIFIC PROJECTS ONLY *		15		

Plant Locations: VA PAVING, 800 Cidco Road, Cocoa - PREFERRED ASPHALT, 6210 N. US1, Melbourne

**ASPHALTIC CONCRETE
BID # B-6-20-57**

**REVISED PRICE SHEET
(Continued)**

Addendum Acknowledgment:

Add. No. 1 Dated 07.28.2020 Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

N/A

Does your company accept payment via ACH? _____ YES / X NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR__ Goodson Paving, Inc

ADDRESS__ 630 Cidco Road, Cocoa, FL 32926

AUTHORIZED SIGNATURE _____

DATE__ August 6,
2020

PRINTED SIGNATURE__ Travis Goodson

TELEPHONE #_ 321.631.5523

FAX #_ 321.639.0497

**Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Goodson Paving, Inc.
Business Name

[Signature]
Authorized Representative's Signature

Travis Goodson
Name

B-6-20-57 Asphaltic Concrete
Bid Number and Name

8/6/2020
Date

Vice President
Position

**Asphaltic Concrete
B-6-20-57
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: W & J Construction
Date of Services: 1988 - present
Description of Services: General Contractor
Street Address: 1005 Viera Blvd Suite 202
City, State, ZIP Code: Rockledge FL 32955
Telephone #: 321-632-7660 Fax #: 321-632-5927
Contact Person: Erik Costine Email: erik@wjconstruction.com

Ref #2. Customer/Client: MH Williams Construction
Date of Services: 1988 - present
Description of Services: General Contractor
Street Address: 2287 W. Eau Gallie Blvd
City, State, ZIP Code: Melbourne, FL 32935
Telephone #: 321-757-5750 Fax #: 321-757-5660
Contact Person: Mike Williams Jr. Email: mikejr@mhwilliams.com

Ref #3. Customer/Client: Doug Wilson Enterprises
Date of Services: 1988 - present
Description of Services: General Contractor
Street Address: 6121 N. Atlantic Ave #102
City, State, ZIP Code: Cape Canaveral, FL 32920
Telephone #: 321-783-0903 Fax #: 321-783-7941
Contact Person: Reuel Simmonds Email: rsimmonds@dwent.com

Ref #4. Customer/Client: Brevard County Road & Bridge
Date of Services: 1988 - present
Description of Services: County Contractor
Street Address: 1725 Judge Frank Tomlinson Way
City, State, ZIP Code: Viera FL 32940
Telephone #: 321-690-6815 Fax #: 321-690-6841
Contact Person: Bruce Black Email: Bruce.Black@brevardcounty.us

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME: Goodson Paving, Inc
ADDRESS: 630 Lido Road, Cocoa, FL 32926
PRINTED SIGNATURE: Travis Goodson
AUTHORIZED SIGNATURE: _____
TELEPHONE #: 321-631-5523 FAX #: 321-639-0497 DATE: 8/6/2020
EMAIL: goodsonpaving@gmail.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Myward

BEFORE ME, the undersigned authority, personally appeared

Travis Goodson, who, being by me first duly sworn, made the following statement:

1. The Business address of Goodson Paving, Inc (name of Contractor) is 430 Cedar Road
Cocoa, FL 32924
2. My relationship to Goodson Paving, Inc (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Goodson Paving, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Goodson Paving, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.

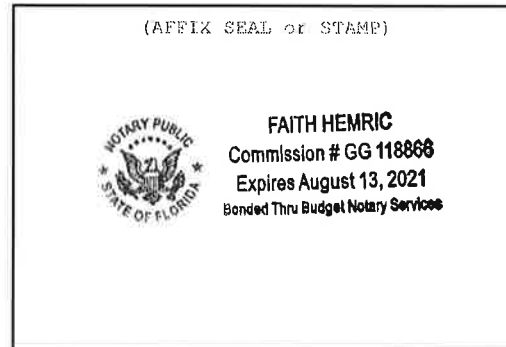


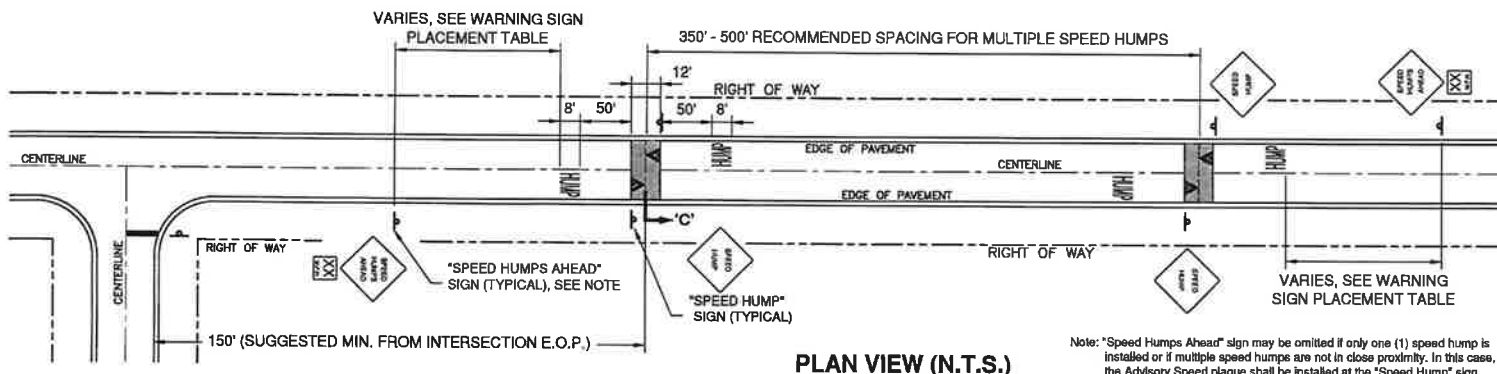
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
6 day of August, 2020.



Notary Public
My commission expires:



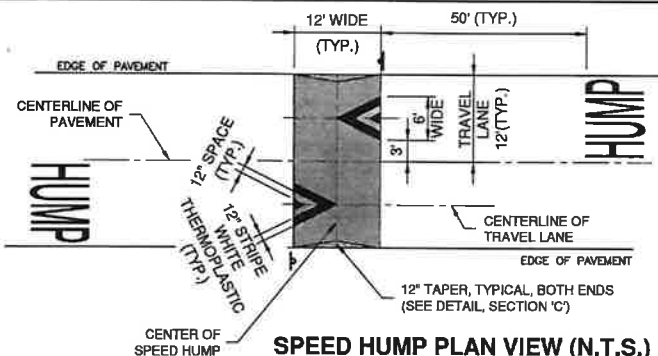


PLAN VIEW (N.T.S.)

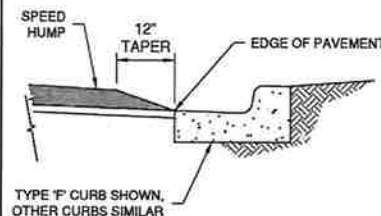
Note: "Speed Humps Ahead" sign may be omitted if only one (1) speed hump is installed or if multiple speed humps are not in close proximity. In this case, the Advisory Speed plaque shall be installed at the "Speed Hump" sign.

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

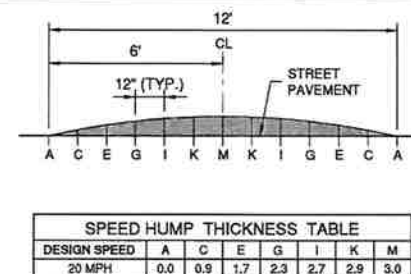
WARNING SIGN PLACEMENT TABLE



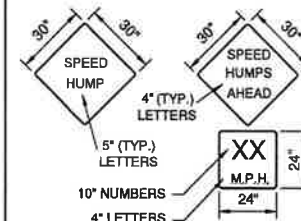
SPEED HUMP PLAN VIEW (N.T.S.)



SECTION 'C' (N.T.S.)

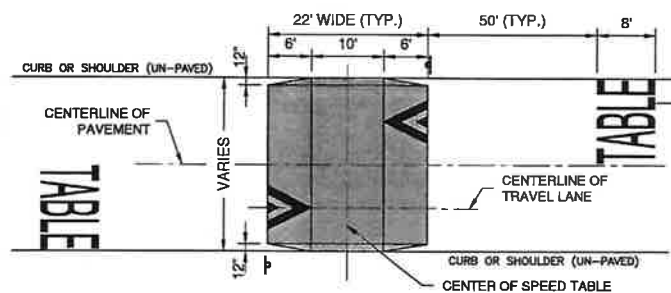


SPEED HUMP SECTION (N.T.S.)

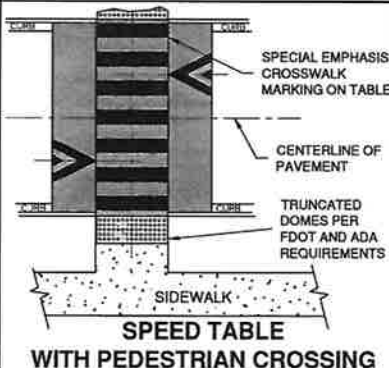


MUTCD REF. W17-1 (MODIFIED) AND W13-1

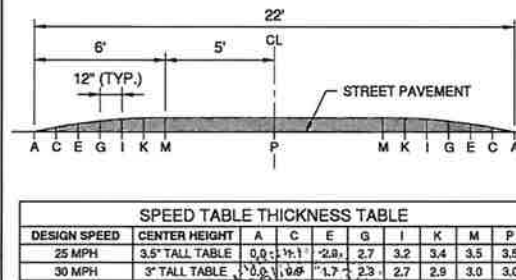
SPEED HUMP SIGN DETAILS



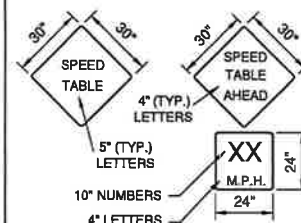
SPEED TABLE PLAN VIEW (N.T.S.)



SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DESIGNED BY: S.D.
CHECKED BY: C. GUNAM

DATE: 8/4/2016

REVISED BY: S.D.
CHECKED BY: C. GUNAM

DATE: 8/4/2016

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2705 JUDITH ROAD, JACQUETTE, FL 32909
TEL: (321) 633-5077, FAX: (321) 633-5471

PREPARED FOR:
PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: *C. Gunam*
DATE: 8/4/2016

SPEED HUMP DETAILS

SHEET: 01 of 01



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Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) ( 753.24 KB)

Updated 12/10/19

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Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	IN / 02/24/2012
Inactive Reason:	DMS Request - No reason provided
Vendor Name:	GOODSON PAVING
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	061992343
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Apr 17, 2015
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: No
Registered for VBS: No

Special Exceptions

Fee has been waived: ☐
Terms of Use have not been agreed to: ☐

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted: Yes, 03/17/2008
Accepted By: Tom Goodson

Contacts

[View Contact List](#)

Locations

002 GOODSON PAVING Status: IN [Details](#)

[-] Commodity Codes

No Commodity Codes Selected

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)



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Detail by Entity Name

Florida Profit Corporation
GOODSON PAVING, INC.

Filing Information

Document Number	M70222
FEI/EIN Number	59-2872065
Date Filed	02/26/1988
State	FL
Status	ACTIVE

Principal Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Mailing Address

630 CIDCO RD
COCOA, FL 32926

Changed: 04/07/2000

Registered Agent Name & Address

GOODSON, TOMMY
620 CIDCO RD
COCOA, FL 32927

Address Changed: 04/07/2000

Officer/Director Detail

Name & Address

Title PD

GOODSON, TOMMY
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title S

GOODSON, EVELYN L.
1175 TUCKAWAY DRIVE
ROCKLEDGE, FL 32955

Title VP

GOODSON, TRAVIS L
1145 TUCKAWAY DR.
ROCKLEDGE, FL 32955

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	01/08/2019
2020	01/14/2020

Document Images

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04/07/2000 -- ANNUAL REPORT	View image in PDF format
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⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: GOODSON PAVING, INC.*

Total records:0

[Save PDF](#)[Export Results](#)[Print](#)

Result Page:

Sort by **Relevance** ▼

Order by **Descending** ▼

Your search for GOODSON PAVING, INC.* returned the following results...

No records found.

Result Page:

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IBM-P-20200717-1140
WWW2

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Suspended Vendor List

Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).


Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19


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SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				<h1 style="margin:0;">INVITATION TO BID</h1> <h2 style="margin:0;">Bid Acknowledgment</h2>	
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov		(321) 617-7390 Ext. 5-9332		AN EQUAL OPPORTUNITY EMPLOYER	
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
RELEASE DATE: July 16, 2020		BID TITLE: Asphaltic Concrete		BID NUMBER: B-6-20-57	
PRE-BID DATE, TIME, AND LOCATION: A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940				<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	
BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼


LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: Community Asphalt Corp. 2975 Industrial Boulevard Vero Beach, FL 32967 TELEPHONE NUMBER/TOLL-FREE NUMBER: (786) 418-3576	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 59-2023298 If returning as a "no bid," state reason:
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this ITB is true and correct. <div style="text-align: center;">  X AUTHORIZED SIGNATURE (MANUAL) 08/06/2020 NAME (PRINTED) Corporate Vice President TITLE </div> <div style="text-align: right;"> 08/06/20 DATE </div>

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this 6th day of August 2020.

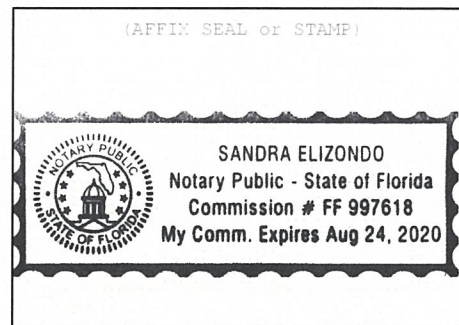
Personally known: ☒

Or produced identification: ☐ Type of ID: _____

 Florida
 SIGNATURE OF NOTARY PUBLIC STATE

Sandra Elizondo
 NAME OF NOTARY PUBLIC (PRINTED)

My commission expires: August 24, 2020



BOND DATA

CONTRACTOR MUST PROVIDE:			AMOUNT:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	PERFORMANCE BOND	<u>100% on projects over \$100,000</u>
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

Asphaltic Concrete
B-6-20-57
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☐ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☐ Price Sheet completed in Excel and submitted on CD or USB flash drive
- ☐ Confirmation of Drug Free Workplace Form
- ☐ Reference Form
- ☐ Contractor Affidavit Regarding Scrutinized Company List

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Ace Fiber Specs
Attachment C: Forta Fi Fiber Specs
Attachment D: Excel Price Sheet

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$ <u>146.00</u> Ton	\$ <u>172.00</u> Ton	\$ <u>172.00</u> Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$ <u>139.00</u> Ton	\$ <u>159.00</u> Ton	\$ <u>166.00</u> Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$ <u>202.00</u> Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$ <u>199.00</u> Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$ <u>166.00</u> Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$ <u>365.00</u> Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$ <u>352.00</u> Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$ <u>268.00</u> Ton		
TACK FOB Gallon	FOB GALLON	\$ <u>21.00</u> Gal		
PRIME	Vendor Delivered, Vendor Placed	\$ <u>1.00</u> SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$ <u>1.00</u> SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$ <u>N/A</u> Ton	\$ <u>N/A</u> SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$ <u>93.00</u> Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$ <u>4.00</u> L.F.		
Night Work	Cost per ton	\$ <u>10.00</u> Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$ <u>7.00</u> SY		
	SY \$2,501 - 5,000	\$ <u>5.00</u> SY		
	SY 5,001 to 15,000	\$ <u>4.00</u> SY		
	SY 15,001 and over	\$ <u>4.00</u> SY		
Asphalt Millings for Pickup FOB at Plant		\$ <u>13.00</u> Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)	*	\$ <u>N/A</u> Ton		
SPECIFIC PROJECTS ONLY *				

Plant Locations: Vero Beach Plant: 2975 Industrial Boulevard, Vero Beach, FL 32967

**ASPHALTIC CONCRETE
BID # B-6-20-57**

**REVISED PRICE SHEET
(Continued)**

Addendum Acknowledgment:

Add. No. 1 Dated July 28, 2020 / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

If Prompt Payment Discount is offered, please state discount terms below:

Not Applicable

Does your company accept payment via ACH? ☒ YES / ☐ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR Community Ashalt Corp.

ADDRESS 2975 Industrial Blvd. Vero Beach, FL 32967

AUTHORIZED SIGNATURE  _____

DATE 08/06/20

PRINTED SIGNATURE Manuel Aguiar

TELEPHONE # 786-418-3476 FAX # 305-829-8772

**Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

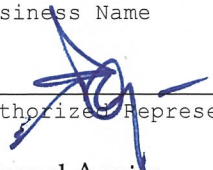
In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Community Asphalt Corp.

Business Name


Authorized Representative's Signature

Manuel Aguiar

Name

ITB-B-6-20-57-0-2020/DF: Asphaltic Concrete

Bid Number and Name

08/06/20

Date

Corporate Vice President

Position

**Asphaltic Concrete
B-6-20-57
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

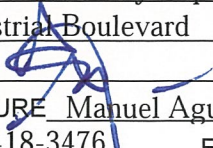
Ref #1. Customer/Client: Indian River County
Date of Services: 2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1800 27th Avenue
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: 772-226-1416 Fax #: 772-770-5140
Contact Person: Jeff Hoffman Email: jhoffman@ircgov.com

Ref #2. Customer/Client: City of Cape Coral
Date of Services: 2018-2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 1015 Cultural Park Blvd.
City, State, ZIP Code: Cape Coral, FL 33990
Telephone #: 239-574-0839 Fax #:
Contact Person: Trina Chamners Email: tchamnes@capecoral.net

Ref #3. Customer/Client: Lee County Board of County Commissioners
Date of Services: 2019-2020
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2115 Second, Street, 1st Floor
City, State, ZIP Code: Fort Myers, FL 33901
Telephone #: 239-533-8881 Fax #:
Contact Person: Jake Bond Email: jbond@leegov.com

Ref #4. Customer/Client: City of Sanibel
Date of Services: 2019
Description of Services: Asphalt Paving Resurfacing
Street Address: 800 Dunlop Road
City, State, ZIP Code: Sanibel, FL 33957-4096
Telephone #: 239-472-6397 Fax #:
Contact Person: John Mort Email: John.Mort@sanibel.com

Ref #5. Customer/Client: Florida Department of Transportation
Date of Services: 2019
Description of Services: Asphalt Paving & Resurfacing
Street Address: 2981 NE Pine Road
City, State, ZIP Code: Cape Coral, FL 33909
Telephone #: 239-985-7851 Fax #:
Contact Person: Tom Pegues Email: Thomas.Pegues@dot.state.fl.us

CONTRACTOR NAME Community Asphalt Corp.
ADDRESS 2975 Industrial Boulevard
PRINTED SIGNATURE 
AUTHORIZED SIGNATURE Manuel Aguiar
TELEPHONE # 786-418-3476 FAX# 305-829-8772 DATE 08/06/20
EMAIL: Manuel.Aguiar@ohlina.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Miami-Dade

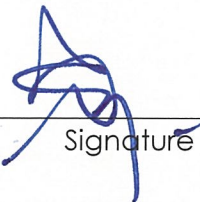
BEFORE ME, the undersigned authority, personally appeared

Manuel Aguiar, who, being by me first duly sworn, made the following statement:

1. The Business address of Community Asphalt Corp. (name of Contractor) is .
2. My relationship to Manuel Aguiar (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Manuel Aguiar (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Manuel Aguiar (name of Contractor) is not engaged in business operations in Cuba or Syria.

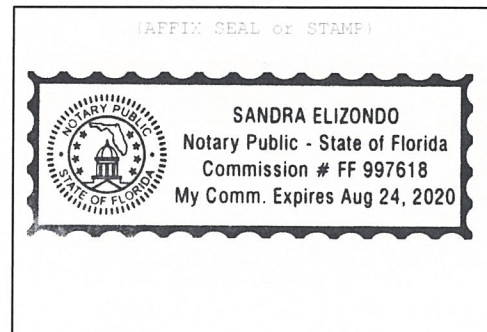


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
8th day of August, 2020.


Notary Public
Sandra Elizondo

My commission expires:
August 24, 2020



Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOT APPLICABLE

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

- ☐ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)
- ☐ Insufficient time to respond to the Invitation to Bid
- ☐ We do not offer this commodity/service or equivalent
- ☐ Our product schedule would not permit us to perform
- ☐ Specifications unclear (*please specify below*)
- ☐ Unable to meet bond or insurance requirements
- ☐ Remove our company from Contractor database for this commodity/service
- ☐ Other (*please specify below*)

Remarks: _____

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP.
9675 NORTHWEST 117TH AVENUE STE 108
MIAMI FL 33178

LICENSE NUMBER: CGC1521192

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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July 23, 2020

Brevard County Purchasing Services
2725 Judge ran Jamieson Way
Bldg. C, 3rd floor, suite C-303
Viera, FL 32940

REF: Asphaltic Concrete ITB-B-6-20-57-0-2020/DF

To whom it may concern,

As the authorized broker for Community Asphalt Corp. Aon Risk Services Northeast, Inc. we can confirm that Community Asphalt Corp. maintains the below insurances.

Policy	Limits	Carrier
Workers Compensation	\$1M Per Occurrence	The Charter Oak Fire Ins. Co.
Auto Liability	\$2M Combined Single Limit	Travelers Property & Casualty Co of America
General Liability	\$2M Per Occurrence /\$4M Aggregate	Travelers Indemnity Co.

If you have any questions regarding or require additional information, please feel free to contact us.

Sincerely,

AON RISK SOLUTIONS

Karen Carratura

Karen Carratura
Account Specialist II
516-396-4332
Construction Services Group



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

COMMUNITY ASPHALT CORP.

Filing Information

Document Number	688538
FEI/EIN Number	59-2023298
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Mailing Address

9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Changed: 04/22/2016

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., STE 4
TALLAHASSEE, FL 32301

Name Changed: 04/22/2016

Address Changed: 04/22/2016

Officer/Director Detail

Name & Address

Title Corporate Vice President

AGUIAR, MANUEL
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Executive Vice President

HICKEY, DONALD
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Asst. Secretary

Mahoney, Megan
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Title Director, CEO

Patel, Ashok R.
9675 NW 117 AVENUE
108
MIAMI, FL 33178

Title Secretary

Pereira, Cesar F.
26-15 Ulmer Street
College Point, NY 11354

Title Director

Fernandez Gallar, Jose Antonio
Paseo de la Castellana 250 D
Torre Espacio
Madrid 28046 ES

Title CFO

Saitzyk, Martin W.
26-15 Ulmer St.
College Point, NY 11354

Title COO

Ruiz Andujar, Daniel
9675 NW 117 AVENUE
STE 108
MIAMI, FL 33178

Annual Reports

Report Year	Filed Date
2019	02/15/2019
2019	04/12/2019
2020	06/05/2020

Document Images

06/05/2020 -- ANNUAL REPORT	View image in PDF format
10/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
08/05/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
06/28/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/12/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
02/15/2019 -- ANNUAL REPORT	View image in PDF format
06/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/28/2018 -- ANNUAL REPORT	View image in PDF format
08/23/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
06/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
05/30/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/01/2017 -- ANNUAL REPORT	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2016 -- Reg. Agent Change	View image in PDF format
04/06/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/27/2015 -- ANNUAL REPORT	View image in PDF format
07/28/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
12/18/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2012 -- ANNUAL REPORT	View image in PDF format
02/29/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
02/11/2009 -- ANNUAL REPORT	View image in PDF format
03/07/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format
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10/05/2006 -- Reg. Agent Change	View image in PDF format
07/25/2006 -- Amended and Restated Articles	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
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01/12/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/22/1999 -- ANNUAL REPORT	View image in PDF format

04/02/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
01/25/1996 -- ANNUAL REPORT	View image in PDF format
06/13/1995 -- ANNUAL REPORT	View image in PDF format



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Department of Management Services

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Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) ( 753.24 KB)

Updated 12/10/19

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Department of Management Services

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Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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Visit our [Temporary Policies \(/node/5093\)](/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (/employer-data-parameters)

Search

[Employer \(?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&:">Employer \(?business-name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&:](#)

Community Asphalt Corp

Employer (?business-
name=Community%20Asphalt&field_account_status_value=All&items_per_page=10&order=name&

Community Asphalt Corp

Community Asphalt Corp

COMMUNITY ASPHALT CORP.

Showing 1 to 4 of 4 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

E-Verify ENROLLMENT (/employers/enrolling-in-e-verify)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC / 02/24/2012
Vendor Name:	Community Asphalt Corp
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Jul 11, 2016
Business Designation	Corporation
	Primary Place of Business: FL

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 12/10/09 1:15 PM
Registered for VBS: Yes, Date participated: 12/10/09 1:15 PM
Solicitation/Sales Contact EMail: esandra@cacorp.net

Special Exceptions

Fee has been waived:	<input type="checkbox"/>
Terms of Use have not been agreed to:	<input type="checkbox"/>

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 01/12/2010
Accepted By:	Sandra Elizondo

Contacts

[View Contact List](#)

Locations

011 Community Asphalt Corp. Status: AC [Details](#)

[-] Commodity Codes

81101700 Electrical and electronic engineering
81101800 Chemical engineering
81101900 Oil and gas engineering
81102000 Mining engineering

81102000 Mining engineering
81102100 Ocean engineering
81102200 Transportation engineering
81102300 Aeronautical engineering
81102400 Electrical power transmission engineering
81102500 Permitting services
81102600 Sampling services
81102700 Instrumented control systems design and engineering services

Return to List






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Department of Management Services

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Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

- › [Entity Overview](#)
- › [Entity Registration](#)
 - › [Core Data](#)
 - › [Assertions](#)
 - › [Reps & Certs](#)
 - › [POCs](#)
- › [Exclusions](#)
 - › [Active Exclusions](#)
 - › [Inactive Exclusions](#)
 - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Community Asphalt Corp.
DUNS: 055217699 CAGE Code: 1H6A4
Status: Active
Expiration Date: 06/15/2021
Purpose of Registration: All Awards

9675 Nw 117th Ave Ste 108
Miami, FL, 33178-1244 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Community Asphalt Corp.
Business Type: Business or Organization
Last Updated By: Sandra Elizondo
Registration Status: Active
Activation Date: 06/15/2020
Expiration Date: 06/15/2021

Exclusion Summary


Active Exclusion Records? No



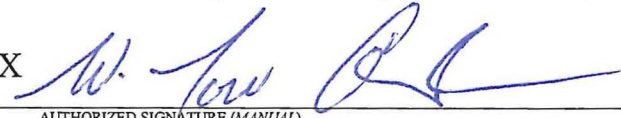
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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			INVITATION TO BID Bid Acknowledgment
PROCUREMENT ANALYST: Debbie Feingold debbie.feingold@brevardfl.gov	(321) 617-7390 Ext. 5-9332	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink			
RELEASE DATE: July 16, 2020	BID TITLE: Asphaltic Concrete	BID NUMBER: B-6-20-57	BID OPENING DATE AND TIME: August 6, 2020 @ 2pm
PRE-BID DATE, TIME, AND LOCATION: A non-mandatory pre-bid meeting will be held on July 23, 2020 at 10:30 a.m. in the Florida Room located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940		<input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Non-Mandatory	BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼


LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: C.W. Roberts Contracting, Inc. 8530 SW Jayme Way Palm City, FL 34990	FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 59-1683951
TELEPHONE NUMBER/TOLL-FREE NUMBER: (772) 288-0951	If returning as a "no bid," state reason:
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.	The Contractor acknowledges that information provided in this ITB is true and correct. <div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div>  </div> AUTHORIZED SIGNATURE (MANUAL) W. Todd Castleberry NAME (PRINTED) Vice President TITLE
	08/06/2020 DATE


THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

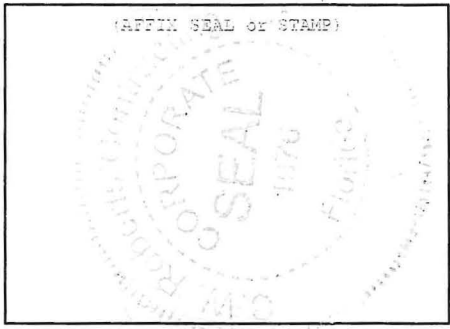
Sworn to and subscribed before me this 6th day of August 2020.

Personally known: ☒

Or produced identification: ☐ Type of ID: _____


 SIGNATURE OF NOTARY PUBLIC
 Wanda Sue Smart
 NAME OF NOTARY PUBLIC (PRINTED)

Florida
 STATE

 WANDA SUE SMART
 Commission # GG 200367
 Expires April 25, 2022
 Bonded Thru Budget Notary Services



My commission expires: 04/25/2022

BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	BID BOND	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	PERFORMANCE BOND	100% on projects over \$100,000
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND	

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
 ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

ASPHALTIC CONCRETE BID # B-6-20-57		REVISED PRICE SHEET		
ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$107.75 Ton	\$117.75 Ton	\$157.75 Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$102.50 Ton	\$112.50 Ton	\$152.50 Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$188.00 Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$137.50 Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$119.50 Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$2,000.00 Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$415.00 Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$255.00 Ton		
TACK FOB Gallon	FOB GALLON	\$5.50 Gal		
PRIME	Vendor Delivered, Vendor Placed	\$0.75 SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$1.10 SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$N/A Ton	\$N/A SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$70.00 Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$4.50 L.F.		
Night Work	Cost per ton	\$10.00 Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$4.75 SY		
	SY \$2,501 - 5,000	\$2.75 SY		
	SY 5,001 to 15,000	\$2.75 SY		
	SY 15,001 and over	\$2.75 SY		
Asphalt Millings for Pickup FOB at Plant		\$17.50 Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)	*			
SPECIFIC PROJECTS ONLY *		\$10.00 Ton		

Plant Locations: 8530 SW Jayme Way, Palm City, FL 34990; 806 NW 9th Street, Okeechobee, FL 34972

REVISED PRICE SHEET (Continued)

Add. No. 1 Dated 07/28/2020 / Add. No. Dated

ADDRESS: 8530 SW Jayme Way

AUTHORIZED SIGNATURE W. G. [Signature]

PRINTED SIGNATURE W. Todd Castleberry DATE 08/06/2020

TELEPHONE # (772) 288-0951

FAX # (772) 288-0983



**Asphaltic Concrete
B-6-20-57
CONFIRMATION OF DRUG-FREE WORKPLACE FORM**

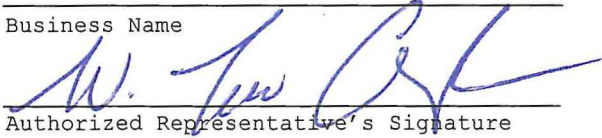
In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

C. W. Roberts Contracting, Inc.

Business Name



Authorized Representative's Signature

W. Todd Castleberry

Name

B-6-20-57; Asphaltic Concrete

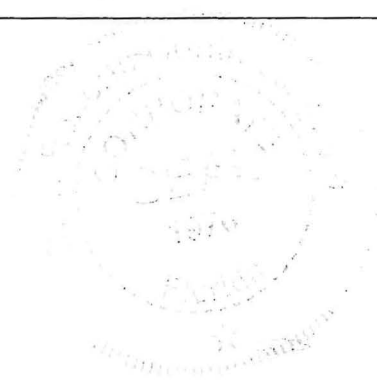
Bid Number and Name

08/06/2020

Date

Vice President

Position



**Asphaltic Concrete
B-6-20-57
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Martin County Board of County Commissioners
Date of Services: 04/01/2017 - 03/31/2020
Description of Services: Annual Paving & Drainage in Martin County
Street Address: 2401 SE Monterey Road
City, State, ZIP Code: Stuart, FL 34996
Telephone #: (772) 288-5430 Fax #: (772) 288-5789
Contact Person: Ken Vreeland Email: kvreelan@martin.fl.us

Ref #2. Customer/Client: Florida Department of Transportation
Date of Services: 03/12/2014 - 03/11/2016
Description of Services: Annual Miscellaneous Paving in Martin, St. Lucie, and Indian River Counties
Street Address: 3400 W. Commercial Blvd
City, State, ZIP Code: Ft. Lauderdale, FL 33309-3421
Telephone #: (772) 429-4817 Office; (561) 756-1854 Cell Fax #:
Contact Person: Barry Rawdon Email: barry.rawdon@dot.state.fl.us

Ref #3. Customer/Client: City of Vero Beach
Date of Services: 08/09/2017 - 08/08/2019
Description of Services: Street Resurfacing Project (Miscellaneous Asphalt Repairs in the City of Vero Beach)
Street Address: PO Box 1389
City, State, ZIP Code: Vero Beach, FL 32960
Telephone #: (772) 978-4872 Fax #: (772) 770-5836
Contact Person: Don Dexter Email: ddexter@covb.org

Ref #4. Customer/Client: Floridian National Golf Club
Date of Services: 06/06/2014 - 11/16/2017
Description of Services: Complete sitework including preparation & installation of Asphaltic Concrete
Street Address: 3700 SE Floridian Drive
City, State, ZIP Code: Palm City, FL 34990
Telephone #: (772) 781-5010 Fax #: (772) 781-1631
Contact Person: Christy Zsiros Email: Cziros@thefloridian.com

Ref #5. Customer/Client: City of Port St. Lucie
Date of Services: 06/05/2017 - 02/19/2018
Description of Services: Full Depth Reclamation, Asphaltic Paving, Sidewalk Reconstruction (Rosser Blvd), Drainage
Street Address: 121 SW Port St. Lucie Blvd
City, State, ZIP Code: Port St. Lucie, FL 34984
Telephone #: (772) 692-4344 Fax #:
Contact Person: Gary Jones (Captec Engineering) Email: gjones@gocaptec.com

CONTRACTOR NAME C.W. Roberts Contracting, Inc.

ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

PRINTED SIGNATURE W. Todd Castleberry

AUTHORIZED SIGNATURE 

TELEPHONE # (772) 288-0951

FAX# (772) 288-0983

DATE 08/06/2020

EMAIL: RSIone@cwcontracting.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA


COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared
W. Todd Castleberry, who, being by me first duly sworn, made the following statement:

1. The Business address of C.W. Roberts Contracting, Inc. (name of Contractor) is 8530 SW Jayme Way, Palm City, FL 34990
2. My relationship to C.W. Roberts Contracting, Inc. (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

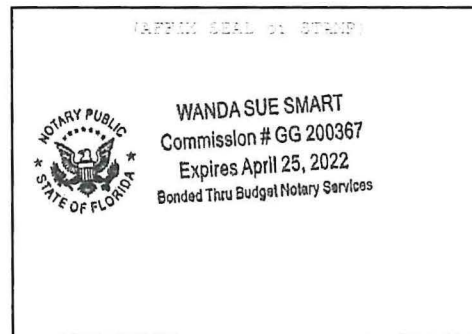
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. C.W. Roberts Contracting, Inc. (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. C.W. Roberts Contracting, Inc. (name of Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and county first mentioned above on the
6th day of August, 2020.

Wanda Sue Smart
Notary Public

My commission expires: 04/25/2022



Asphaltic Concrete
B-6-20-57
STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-6-20-57 for the following reason(s):

- ☐ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)
- ☐ Insufficient time to respond to the Invitation to Bid
- ☐ We do not offer this commodity/service or equivalent
- ☐ Our product schedule would not permit us to perform
- ☐ Specifications unclear (*please specify below*)
- ☐ Unable to meet bond or insurance requirements
- ☐ Remove our company from Contractor database for this commodity/service
- ☐ Other (*please specify below*)

Remarks: We are bidding this project

PLEASE PRINT

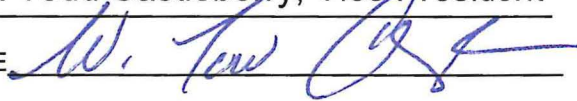
COMPANY NAME C.W. Roberts Contracting, Inc.

COMPANY ADDRESS 8530 SW Jayme Way, Palm City, FL 34990

TELEPHONE NUMBER (772) 288-0951

PRINTED SIGNATURE W. Todd Castleberry, Vice President

AUTHORIZED SIGNATURE



NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CGC1505785

EXPIRATION DATE: AUGUST 31, 2022

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Detail by Entity Name

Florida Profit Corporation

C. W. ROBERTS CONTRACTING, INCORPORATED

Filing Information

Document Number	493846
FEI/EIN Number	59-1683951
Date Filed	01/19/1976
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2020
Event Effective Date	NONE

Principal Address

1603 BAY AVENUE
PANAMA CITY, FL 32405

Changed: 02/23/2017

Mailing Address

P.O. BOX 16279
TALLAHASSEE, FL 32317

Changed: 04/09/2007

Registered Agent Name & Address

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Name Changed: 09/13/2013

Address Changed: 09/13/2013

Officer/Director Detail

Name & Address

Title President

FLOWERS, ROBERT P
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title Secretary, CFO

DELISLE, ROBERT
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FL 32308

Title VP

Palmer, Alan
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Fleming III, Ned N
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title CEO

Owens, Charles E
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP, Asst. Secretary, Treasurer

Matteson, Mark R
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Savoy, Stuart
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

Riley, Chris
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title VP

STRAIN, JAMES(JIMMY) A
P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

CASTLEBERRY, WILLIAM T.

P.O. BOX 16279
TALLAHASSEE, FL 32317

Title V.P.

ARMSTRONG, M. BRETT
P.O. BOX 16279
TALLAHASSEE, FL 32317

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	01/10/2019
2020	01/07/2020

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03/28/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
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Department of Management Services

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Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

Vendor Name	Agency of Origin	Effective Date	Expiration Date	Final Order
Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.)	DOH	10/25/18	10/25/21	Final Order - Calixte, Jacques A. (Haitian American Association Against Cancer, Inc.) ( 1.71 MB)
Hoffman, Tracy J. (Gator Signage and Striping, LLC)	DOT	01/22/18	01/22/21	Final Order - Hoffman, Tracy J. (Gator Signage and Striping, LLC) ( 753.24 KB)

Updated 12/10/19

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Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [State Agency Resources](#) > [Vendor Registration and Vendor Lists](#) > Discriminatory Vendor List

Discriminatory Vendor List

The Department of Management Services maintains "a list of the names and addresses of any entity which has been disqualified from the public contracting and purchasing process" under [section 287.134, Florida Statutes](#).

There are currently no vendors on this list.

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ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Entity Dashboard

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- › [Entity Registration](#)
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C. W. Roberts Contracting, Incorporated
DUNS: 094593589 CAGE Code: oCHA7
Status: Active
Expiration Date: 12/03/2020
Purpose of Registration: All Awards

3372 Capital Cir NE
Tallahassee, FL, 32308-3710 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: C. W. Roberts Contracting, Incorporated
Business Type: Business or Organization
Last Updated By: Christopher Riley
Registration Status: Active
Activation Date: 12/04/2019
Expiration Date: 12/03/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200717-1140
WWW2

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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Visit our [Temporary Policies \(/node/5093\)](/node/5093) Related to COVID-19 page for E-Verify and Form I-9 changes due to COVID-19.

HOW TO FIND PARTICIPATING EMPLOYERS

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations (by state)** – The geographic location(s) of hiring sites, by state, reported by the employer.

Parameters:

- USCIS updates the search tool data every quarter.
- Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.
- Review Employer Data Parameters (</employer-data-parameters>)

Search

[Employer \(?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order](#)

C.W. Roberts Contracting, Inc.

[Employer \(?business-name=C.W.%20Roberts%20Contracting&field_account_status_value=All&items_per_page=10&order](#)

C.W. Roberts Contracting, Inc.

Showing 1 to 2 of 2 entries.

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

[E-Verify ENROLLMENT \(/employers/enrolling-in-e-verify\)](#)

Last Updated Date: 03/31/2020

View Vendor Detail

General Vendor Information

Vendor Status / Effective Date:	AC /
Vendor Name:	C.W. Roberts Contracting, Inc.
Short Name (Does Business As):	
Dun and Bradstreet Number (DUNS):	
Website:	http://www.cwrcontracting.com/
W9 Status:	Valid W-9 on File
DFS W9 Last Update Date:	Sep 11, 2019
Business Designation	Corporation
	Primary Place of Business: FL
Collections Indicator:	Y

Certified Business Enterprise (CBE) Category

Non-Minority / Non-Woman-Owned / Non-FVBE

Solicitations

Registered for Sourcing: Yes, Date participated: 5/15/18 9:49 AM
Registered for VBS: Yes, Date participated: 5/15/18 9:49 AM
Solicitation/Sales Contact EMail: bflowers@cwrcontracting.com

Special Exceptions

Fee has been waived:	<input type="checkbox"/>
Terms of Use have not been agreed to:	<input type="checkbox"/>

Reluctant Vendor

Reluctant Vendor:

Florida Terms of Use

Accepted:	Yes, 05/15/2018
Accepted By:	Bob Flowers

Contacts

[View Contact List](#)

Locations

005 Corporate Office Status: AC [Details](#)

[-] Commodity Codes

30121600 Asphalts
72141000 Highway and road construction services



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Department of Management Services

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Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [Rule 60A-1.006\(2\)](#), [Florida Administrative Code](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance ( 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	Notice of Default - Club Tex, Inc. ( 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	Notice of Default - Correctional Consultants, LLC ( 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	Notice of Default - iColor Printing and Mailing, Inc. ( 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	Notice of Default - Visual Image Design Firm, LLC ( 1.78 MB)

Updated 12/10/19

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**Asphaltic Concrete
B-6-20-57
July 28, 2020
Addendum 1**

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

1. **QUESTION:** Please provide additional information regarding performance bonds required over \$100,000.00. How many projects will there be over \$100,000.00 each year? What is the average dollar amount of each of these projects? Which bid items will the performance bonds pertain to?
1. **RESPONSE:** Performance Bonds will be required for streets that exceed \$100,000 of cost under items collectively performed by one contractor. It is estimated that there are approximately 20 streets county-wide with an aggregate of \$6.7 million in costs which meet this criteria.
2. **QUESTION:** On Page 8 Note No. 1 Contract Period of the Asphaltic Concrete Bid # B-6-20-57 Special Conditions it states "The terms of this agreement shall be effective for one (1) year from the date of award. The agreement may be extended by mutual agreement, for two (2) additional one (1) year periods". Is the Price Sheet for the Asphaltic Concrete Bid # B-6-20-57 for the first year of this agreement?

RESPONSE: The price sheet included in the bid package is for the entire contract. The price sheet is based off of the API.

3. **QUESTION:** Will there be an opportunity to address cost increases for extended years?

RESPONSE: The cost increases and/or decreases are based on the API. Increases and/or decreases are evaluated when a change of 5% occurs in either direction. The contractor(s) will send in a request to raise the cost. Additionally, if price adjustments are required, the criteria on the price adjustment sheet and FDOT Specs, Section 9-2.1.1 will be followed.

4. **QUESTION:** Is the FDOT Fuel & Bituminous Average Price Index in effect for this bid?

RESPONSE: Yes, the FOT Fuel and Bituminous Average Price Index is used for this contract.

5. **QUESTION:** On Page 10 Note No. 8, of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Corrections on. "New Pavement" (reconstructed or new rock base or soil cement) shall be in accordance with FDOT Standards 2020". How does a Contractor get paid for these additional costs incurred for these unforeseen correction conditions?

2. **RESPONSE:** This is referring to the corrections in the pavement and not the base, there is no cost to the County.

6. **QUESTION:** On Page 11 Note No. 13 of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "The County will make award in accordance with General Conditions #23 on the following:..... What is General Conditions #23?

RESPONSE: This statement is referring to the General Conditions, Terms, and Provisions located on Page 3, item # 23 – AWARDS.

7. **QUESTION:** On Page 12 Note No. 24 Estimated Quantities/Usages of the Asphaltic Concrete Bid # B-6-20-57 Scope of Services it states "Below is a listing of estimated quantities/usages as referenced in Item 1 of the Special Conditions. Please be aware that these are estimates only, and are provided to assist you in preparing your bids. The quantities below in no way guarantee any minimum or maximum amount of product or work to be purchased. Brevard County Board of County Commissioners: Superpave 9.5 – 85,000 TONS; Superpave 12.5 – 15,000 TONS; FC12.5 – 25,000 TONS". How much of the Superpave 9.5 – 85,000 TONS are FOB at Plant?

RESPONSE: None, this was based off of last year's performance, 85,000 Tons, this was asphalt placed on the roads.

8. **QUESTION:** On the Price Sheet the last bid item states "Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs)" at a per ton price. Please provide the following information: How often will asphalt requiring fiber occur, the minimum tons that shall be required for each occurrence, and the allowable time-frame for procuring the fiber portion of the asphalt prior to placement?

RESPONSE: Based on last year's production we installed 11,000 Tons of Asphalt. This was 4 projects. One Month time frame on the fiber procurement.

9. **QUESTION:** Are FDOT Composite Pay Factors in effect for this bid?

RESPONSE: No, FDOT Composite Pay Factors are not in effect for this bid.

10. **QUESTION:** Please provide a breakdown of the overall annual quantities for each bid item that was performed during each of the last three (3) years. This will help us provide you with our most competitive bid.

RESPONSE: Please see table below:

Asphalt Type	Year	Tons	SY
SP 9.5	18-19	58,000	
SP 12.5	18-19	14,000	
FC 12.5	18-19	30,000	
FOB 9.5	18-19		
FC-5	18-19	0	
SP 9.5	19-20	85,000	
SP 12.5	19-20	15,000	
FC 12.5	19-20	25,000	
FOB 9.5	19-20	800	
Milling	19-20		491,295
FC 5	19-20	0	
Speed			
Humps	19-20	210	

11. **QUESTION:** Does the Contractor retain all the asphalt millings?

RESPONSE: Yes, the contractor retains all of the asphalt millings.

12. **QUESTION:** Will the County accept any milling material (which would contain base material, subgrade material, etc.) if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness?

RESPONSE: Yes, the County will accept any milling material if any of the existing roads, parking lots, or bike paths proposed for milling & resurfacing does not have enough asphalt thickness.

13. **QUESTION:** Will one contractor perform the asphalt milling for a particular roadway, parking lot, or bike path and another contractor perform the asphalt paving for this same roadway, parking lot, or bike path if one contractor is low on the asphalt milling item and another contractor is low on the asphalt paving item?

3. **RESPONSE:** One contractor would mill and pave. Typically, the contractor that is low after adding the two items together will be awarded the project.

14. **QUESTION:** Will one contractor perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed?

RESPONSE: Yes, one contractor will perform both the asphalt milling and asphalt paving for particular roadways, parking lots, or bike paths that are proposed.

15. **QUESTION:** Since there's not a bid line item for the fibers and only a limited amount has fibers, how should this be included in the tonnage price?

RESPONSE: Please see Addendum 1 – Attachment B – Revised Price Sheet. The cost per ton to add fiber to the existing mix is location on the last line of the Revised Price Sheet. This line should reflect the cost to add the fiber to the existing mix. There are two companies that produce the fibers. The contractors should coordinate with the company of their choice to introduce the fiber into the mix. The cost per ton is the charge the contractor is charging for this process. The contractor is responsible for purchasing the fiber and installing it into the mix per manufacturer's recommendations.

16. **QUESTION:** What is the expected tonnage for the FC-5 and FC-9.5?

RESPONSE: Currently, there are no projects scheduled requiring FC-5. For FC-9.5, we expect 1,000 tons.

17. **QUESTION:** The speed humps are calculated by the ton, what are the average length, width and height? Could they be bid by the linear foot?

RESPONSE: Speed humps are typically 3 tons each. Contractors usually install the speed humps with a template. Please see Addendum 1 – Attachment A – Speed Hump Design

18. **QUESTION:** On the first page of the specifications, under Delivery, it states, "...to various locations in Brevard County, with inside delivery." Can you please provide further clarification on what is meant by "inside delivery"?

RESPONSE: This statement is a general statement to reflect that the bid price should be "All inclusive to put the asphalt on the road per ton".

19. **QUESTION:** In the solicitation there is no reference to pricing being subject to adjustment in accordance with Florida Department of Transportation (FDOT) Bituminous Index. Does the county intend to include FDOT bituminous index adjustments in this contract?

RESPONSE: Yes, the FDOT bituminous index adjustments will be used for this contract.

20. **QUESTION:** The Solicitation references delivery with FOB. Can you please clarify what is included in the FOB line item price?

RESPONSE: FOB is only for the asphalt SP 9.5 picked up at the plant.

21. **QUESTION:** FDOT has locked the FDOT bituminous index at 1.9079 (unmodified binders) and 2.4637 (modified binder) for several months now due to complications from the COVID -19 virus pandemic. Should this contract incorporate a bituminous index adjustment, will future adjusts be based on the FDOT bituminous index at the time of bid?

RESPONSE: Bids should be submitted with the FDOT bituminous index at the current rate. Adjustments will be made when the FDOT bituminous index increases or decreases by a minimum of 5%.

22. **QUESTION:** On page 5 bullet 45 of the solicitation describes if the contractor is not meeting production, the contract manager will notify the contractor to increase force. What is the minimum and maximum monthly production the bid should be based on?

RESPONSE: We do not have a set schedule for the next year. What we have included is the estimated tons for the year. If we just take the projected 70 miles next year and divide it by 10, we are doing 7 miles per month. There will be times when the work load will increase because of additional projects such as the reclamation roads being completed at the same time we are doing resurfacing.

Please note that the bid opening date and time remains August 6, 2020 @ 2:00pm.

All other terms and conditions remain unchanged.

Sincerely,

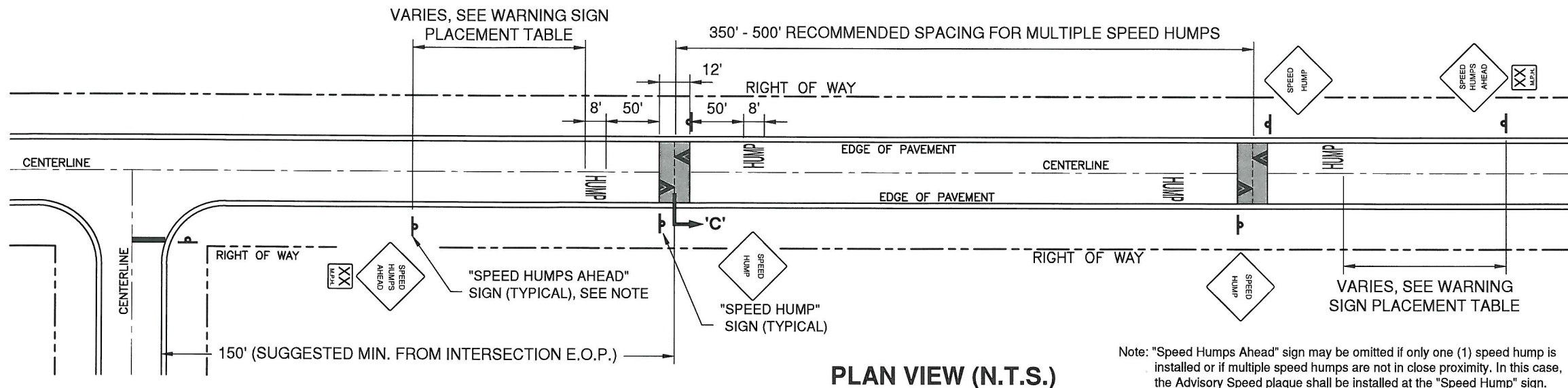


Steven A. Darling, Jr.
Central Services Director

cc: file
Public Works

END OF ADDENDUM 1

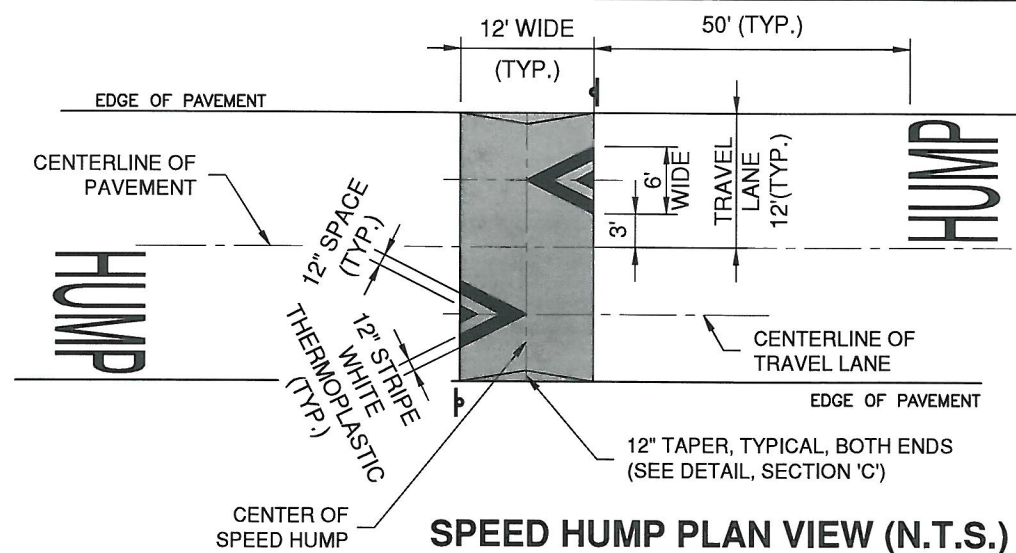




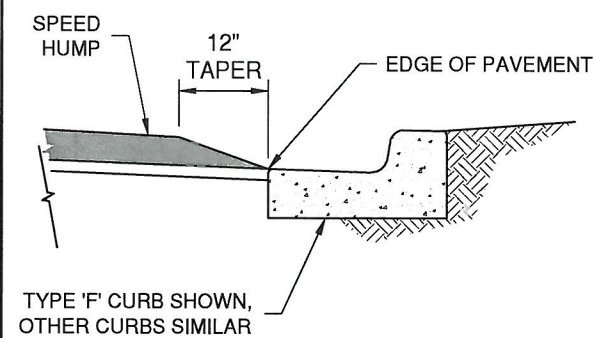
PLAN VIEW (N.T.S.)

WARNING SIGN PLACEMENT	
POSTED SPEED	MIN. DISTANCE FROM SIGN TO SIGN
20 MPH	75'
25 MPH	100'
30 MPH	125'

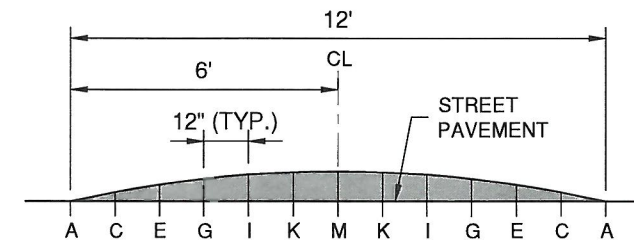
WARNING SIGN PLACEMENT TABLE



SPEED HUMP PLAN VIEW (N.T.S.)

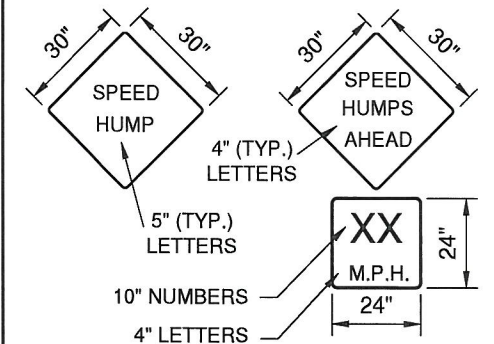


SECTION 'C' (N.T.S.)



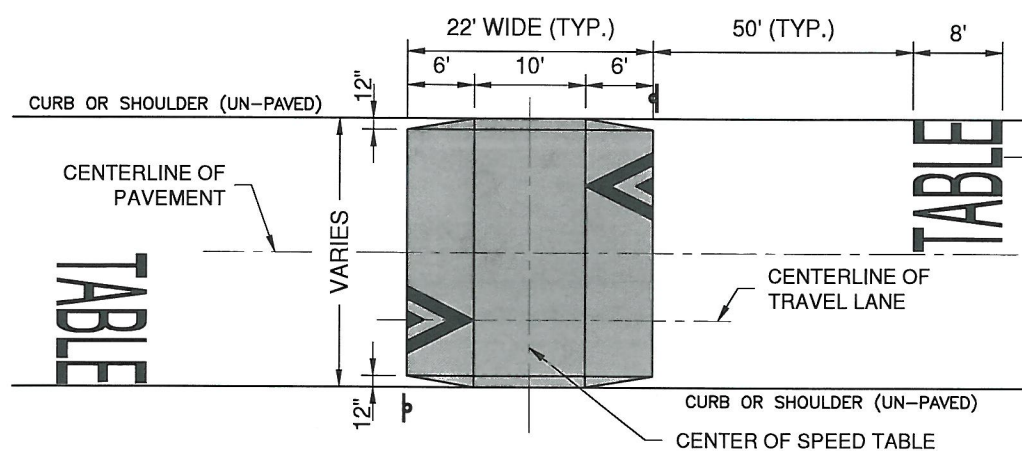
SPEED HUMP THICKNESS TABLE							
DESIGN SPEED	A	C	E	G	I	K	M
20 MPH	0.0	0.9	1.7	2.3	2.7	2.9	3.0

SPEED HUMP SECTION (N.T.S.)

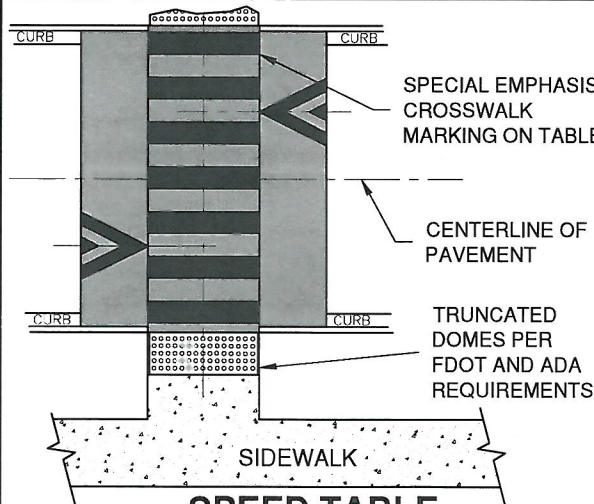


MUTCD REF. W17-1 (MODIFIED) AND W13-1

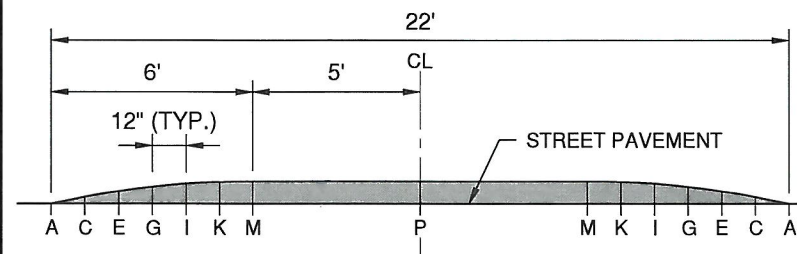
SPEED HUMP SIGN DETAILS



SPEED TABLE PLAN VIEW (N.T.S.)

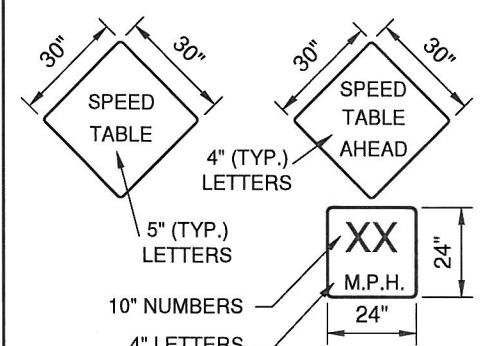


SPEED TABLE WITH PEDESTRIAN CROSSING



SPEED TABLE THICKNESS TABLE									
DESIGN SPEED	CENTER HEIGHT	A	C	E	G	I	K	M	P
25 MPH	3.5" TALL TABLE	0.0	1.1	2.0	2.7	3.2	3.4	3.5	3.5
30 MPH	3" TALL TABLE	0.0	0.9	1.7	2.3	2.7	2.9	3.0	3.0

SPEED TABLE SECTION (N.T.S.)



MUTCD REF. W17-1 (MODIFIED) AND W13-1

SPEED TABLE SIGN DETAILS

DRAWN BY: S.D.
CHECKED BY: C. GUMM

DATE: _____

REVISION: _____

BY: _____

PREPARED BY: PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
2725 JUDGE FRANK JAMIESON WAY, RM. 211, BLDG. A, VIERA, FL 32940
Ph. (321) 633-2077, Fax. (321) 637-5471

PREPARED FOR: PUBLIC WORKS DEPT.
BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

DATE: AUG 2016

APPROVED BY: *C. Gumm*
DATE: 8-4-2016
C. GUMM PE# 67564

SPEED HUMP DETAILS

SHEET: 01 OF 01

ASPHALTIC CONCRETE
BID # B-6-20-57

REVISED PRICE SHEET

ASPHALTIC CONCRETE	DESCRIPTION	ROAD PAVING	PARKING LOTS	BIKE PATHS
Superpave SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ Ton	\$ _____ Ton
Superpave SP-12.5	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ Ton	\$ _____ Ton
FRICTION COURSE		ROAD PAVING		
Friction Course FC-5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
Friction Course FC-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
Friction Course FC-12.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
SPEED HUMPS SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
LESS THAN 25 TN PATCHING SP-9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
25-50 TN PATCHING SP 9.5	Vendor Delivered, Vendor Placed	\$ _____ Ton		
TACK FOB Gallon	FOB GALLON	\$ _____ Gal		
PRIME	Vendor Delivered, Vendor Placed	\$ _____ SY		
PRIM AND SAND	Vendor Delivered, Vendor Placed	\$ _____ SY		
SAND 3% HOT MIX	Vendor Delivered, Vendor Placed	\$ _____ Ton	\$ _____ SY	
HOT ASPHALT FOR PICK UP FOB AT PLANT SP-9.5	FOR PICK UP	\$ _____ Ton		
TEMPORARY STRIPING	Vendor Schedules and Provides	\$ _____ L.F.		
Night Work	Cost per ton	\$ _____ Ton		
Cost for Milling & Clean Up	SY 0-2,500 and under	\$ _____ SY		
	SY \$2,501 - 5,000	\$ _____ SY		
	SY 5,001 to 15,000	\$ _____ SY		
	SY 15,001 and over	\$ _____ SY		
Asphalt Millings for Pickup FOB at Plant		\$ _____ Ton		
Cost per ton to add Aramid Fiber to the asphalt mix (Per attached Fiber Specs) *				
SPECIFIC PROJECTS ONLY *		\$ _____ Ton		

Plant Locations: _____

**ASPHALTIC CONCRETE
BID # B-6-20-57**

**REVISED PRICE SHEET
(Continued)**

Addendum Acknowledgment:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

PROMPT PAYMENT DISCOUNT:

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Bidders may offer cash discounts for prompt payment, but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory

If Prompt Payment Discount is offered, please state discount terms below:

Does your company accept payment via ACH? _____ YES / _____ NO

I hereby certify that I have read and agree to all terms and conditions, specifications, and insurance requirements outlined herein:

VENDOR _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

DATE _____

PRINTED SIGNATURE _____

TELEPHONE # _____ FAX
