

City of Palm Coast, Florida Agenda Item

Agenda Date: October 6, 2026

Agenda Item: G.2

Department PUBLIC WORKS Division FLEET MANAGEMENT	Amount Over \$100k Org/Account # 65010071-052000
Subject: RESOLUTION 2026-XX APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Piggyback Contract	
Background: The Public Works Fleet Division is responsible for the repair and maintenance of City vehicles and equipment. This includes the ongoing purchase of tires, tubes, and related services necessary to maintain the operational readiness of the City's fleet. Staff recommends utilizing National Association of State Procurement Officials (NASPO) Master Agreement #24156 with Boulevard Tire Center for the purchase of tires, tubes, and related services on an as-needed basis. The agreement is currently effective through March 31, 2027, with three additional one-year renewal options. This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery.	

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES

RESOLUTION 2026-____
BOULEVARD TIRE – NASPO MA #24156 PIGGYBACK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) MASTER AGREEMENT #24156 CONTRACT WITH BOULEVARD TIRE CENTER FOR THE PURCHASE OF TIRES, TUBES, AND RELATED SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Boulevard Tire Center has expressed a desire to provide tires, tubes, and related services to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the National Association of State Procurement Officials (NASPO) Master Agreement #24156 contract with Boulevard Tire Center for the purchase of tires, tubes, and related services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between the National Association of State Procurement Officials (NASPO) Master Agreement #24156 and Boulevard Tire Center for the purchase of tires, tubes, and related services as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 6th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Piggyback Contract with Boulevard Tire Center

BPO Review

Signed by:
Marcus Duffy
A9D59FAS09FD417...
City Legal Review



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Boulevard Tire Center
Bid/Contract Ref # NASPO MA#24156 Tires, Tubes, & Services
Agency Name: National Association of State Procurement Officials (NASPO)
Contract Type: Piggyback
Contract Value OVER \$100K

Resolution # 2026- City Council Approval Date: _____
Contract Term End Date 3/31/2027
Renewable Y/N Y If yes # and length of renewals: Three (3) Additional 1-Year Renewals
City's Project Manager(s) Justin Jenkins

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the NASPO
Agreement for Tires, Tubes, & Services as needed.

Approvals:

Responsible Dept. Director _____	Date: _____
City Finance _____	Date: _____
City Attorney _____	Date: _____
City Manager _____	Date: _____

Vendor Name and Email Jason Kervin jkervin@boulevardtire.com



Finance Department
Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3710

Boulevard Tire Center
ATTN: Jason Kervin
418 Highway 27/441
Lady Lake, FL, 32159

RE: Engagement Letter Authorizing Piggyback

National Association of State Procurement Officials Master Agreement #24156

Contract Name

Tires, Tubes, & Services

Contract Reference

Dear Jason,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

Contractor is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Shannon Nolan

Shannon Nolan

Procurement Coordinator

sknolan@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

By: *Yan Lapointe*

(Authorized Signatory)

Print Name: Yan Lapointe

Title: CFO

Date: 9/3/2026

ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

“Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and*
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Palm Coast.*

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.05, F.S. (2023), “Employment Eligibility,” as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to execute the same affidavit and to maintain a copy of such affidavits for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, F.S. (2023), as amended, and the Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred because of the termination of this Agreement in accordance with this section.”

2. Prohibition against considering social, environmental, political, or ideological interests in government contracting

Pursuant to Section 287.05701, F.S., the City cannot give preference to a Contractor based on the Contractor’s social, political, or ideological interests such as:

- a. The Contractor’s political opinions, speech, or affiliations.*
- b. The Contractor’s religious beliefs, religious exercise, or religious affiliations.*
- c. The Contractor’s lawful ownership of a firearm.*
- d. The Contractor’s lawful engagement in lawful manufacture, distribution, sale, purchase, or use of firearms or ammunition.*
- e. The Contractor’s engagement in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture.*
- f. The Contractor’s support of the state or federal government in combating illegal immigration, drug trafficking, or human trafficking.*
- g. The Contractor’s engagement with, facilitation of, employment by, support of, business relationship with, representation of, or advocacy for any person described herein.*
- h. The Contractor’s failure to meet or commit to meet, or expected failure to meet, any of the following as long as such Contractor is in compliance with applicable state or federal law: 1) environmental standards, including emissions standards, benchmarks, requirements or disclosures; 2) social governance standards, benchmarks, or requirements, including, but not limited to, environmental or social justice; corporate board or company employment composition standards, benchmarks, requirements, or disclosures based on characteristics protected under the Florida Civil Rights Act of 1992; or policies or procedures requiring or encouraging employee participation in social justice programming, including, but not limited to, diversity, equity, or inclusion training.*

3. Scrutinized Companies

A. Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Contract, City will have all rights and remedies to terminate this Contract consistent with Section 287.135, F.S., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, F.S., as amended.

4. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a “contractor” as defined in Section 119.0701(1) (a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

5. Keep and maintain all public records required by CITY to perform the Services herein; and
6. Upon request from CITY’s custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
7. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
8. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY’S custodian of public records, in a format compatible with the information technology systems of CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney’s fees through any appeals, resulting from SUPPLIER’S failure to comply with these requirements.

c. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE AT 386-986-3713, cityclerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles. The parties agree that any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court. Each party hereby consents to the personal jurisdiction of such courts and waives any objection based on venue or inconvenient forum.

10. **Sovereign Immunity**

City of Palm Coast expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City of Palm Coast as set forth in Section 768.28, Florida Statutes.

11. **Taxes**

Taxes, customs and tariffs on commodities or contractual services purchased under this contract will not be assessed against the City of Palm Coast unless mandated by State or Federal Law.

CITY OF PALM COAST

SUPPLIER

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

By: Yan Lapointe
(Authorized Signatory)

Print Name: Yan Lapointe

Title: CFO

Date: 9/3/2026

In Process

FORM 7 – PUR 1355**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Earl W. Colvard, Inc. dba Boulevard Tire Center is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Yan Lapointe

Title: CFO

Signature: Yan Lapointe

Digitally signed by Yan Lapointe
Date: 2026.09.03 15:30:30 -04'00'

Date: 9/3/2026

CONTRACTOR E-VERIFY AFFIDAVIT

Earl W. Colvard, Inc. dba
I hereby certify that Boulevard Tire Center [insert contractor company name]
does not employ, contract with, or subcontract with an unauthorized alien, and is
otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired have had their work authorization status verified through the E-
Verify system.

Earl W. Colvard, Inc. dba
A true and correct copy of Boulevard Tire Center [insert contractor company
name] proof of registration in the E-Verify system is attached to this Affidavit.

Yan Lapointe

Print Name: YAN LAPOINTE

Title: CFO

Date: 9/3/2026

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 3rd day of September, 2026 by
Yan Lapointe, CFO [name of officer or agent, title of officer or
agent] of Earl W. Colvard, Inc. dba Boulevard Tire Center [name of contractor company
acknowledging], a Florida [state or place of incorporation] corporation, on behalf of the
corporation. He/she is personally known to me or has produced
[type of identification] as identification.

[Notary Seal]

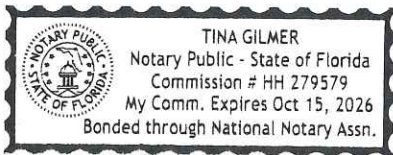
Tina Gilmer

Notary Public

Tina Gilmer

Name typed, printed or stamped

My Commission Expires: Oct. 15, 2026





Company ID Number: 215557

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 215557

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



Company ID Number: 215557

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

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

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

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

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

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

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



Company ID Number: 215557

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

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

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

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

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

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



Company ID Number: 215557

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



Company ID Number: 215557

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



Company ID Number: 215557

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



Company ID Number: 215557

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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



Company ID Number: 215557

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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



Company ID Number: 215557

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

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

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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



Company ID Number: 215557

B. TERMINATION

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

ARTICLE VI PARTIES

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



Company ID Number: 215557

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

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

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

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

In Process



Company ID Number: 215557

Approved by:

Employer Earl W. Colvard	
Name (Please Type or Print) CHERYL B KERVIN	Title
Signature Electronically Signed	Date 05/22/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/22/2009



Company ID Number: 215557

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Earl W. Colvard
Company Facility Address	816 S. Woodland Blvd. Deland, FL 32763
Company Alternate Address	
County or Parish	VOLUSIA
Employer Identification Number	592183177
North American Industry Classification Systems Code	811
Parent Company	Earl W. Colvard
Number of Employees	100 to 499
Number of Sites Verified for	26



Company ID Number: 215557

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

FLORIDA

26 site(s)

In Process



Company ID Number: 215557

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

Name Debbie L Kane
Phone Number (386) 734 - 6447 ext. 254
Fax Number (386) 873 - 0001
Email Address dkane@boulevardtire.com

Name Karen Jo Griffin
Phone Number (386) 734 - 6447 ext. 203
Fax Number (386) 734 - 5969
Email Address kgriffin@boulevardtire.com

Name CHERYL B KERVIN
Phone Number (386) 734 - 6447 ext. 202
Fax Number (386) 873 - 0001
Email Address ckervin@boulevardtire.com

In Process



Company ID Number: 215557

In Process
Page intentionally left blank

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of FLORIDA

County of VOLUSIA

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of Earl W. Colvard, Inc. dba Boulevard Tire Center (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Entity is authorized to execute this affidavit on behalf of the Entity.

Date: 9/3/2026

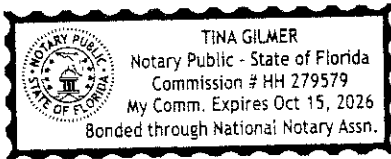
Signed: Yan Lapointe

Entity: Earl W. Colvard, Inc. dba
Boulevard Tire Center

Name: YAN LAPOINTE

Title: CFO

Sworn to (or affirmed) and subscribed before me this 3rd day of September, 2026,
by YAN LAPOINTE



Notary Signature
Tina Gilmer
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known ☒
OR Produced Identification _____
Type of Identification Produced _____

[NOTARY SEAL]

SUBJECT: ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID**BID #:** SC-0340-24**OPEN DATE:** 3/6/2024**GENERAL GOVERNMENT AWARDS COMMITTEE****KIND AND BASIS OF CONTRACT:** SERVICE CONTRACT – THREE (3) YEARS FROM THE DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS**AGENCY:** PUBLIC BUILDINGS DIVISION**BASIS OF AWARD:** ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER**NUMBER OF BIDS INVITED:** 6 **NUMBER RECEIVED:** 2 **OTHER:** 1**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**

Recommend approval of award to Miller Electric Company as the lowest responsive, responsible bidder. Period of service will be three (3) years from the date of award with two (2) one (1) year renewal options. Estimated initial not-to-exceed award amount will be \$2,000,000.00.

Funding for this award will be encumbered from various agency accounts and executed by Purchase Orders.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Terms & Conditions, Specifications**ANALYST:** DRK
DAVID KLAGES**RESPECTFULLY SUBMITTED:** [Signature]
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION**CONCURRENCE BY:** ROY BIRBAL, CHIEF, PUBLIC BUILDINGS DIVISION**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)****ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE**

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/14/2024
[Signature] [Signature] OTHER: _____
[Signature] _____
[Signature] _____

ACTION OF AWARDING AUTHORITY DATE 3/18/2024
APPROVED ✓ DISAPPROVED _____
OTHER _____
SIGNATURE OF AUTHENTICATION [Signature]

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02



A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Public Buildings Division

555 W. 44th Street

Jacksonville, FL 32208

(904) 630-CITY

Jacksonville.gov

MEMORANDUM

**TO: Dustin Freeman, Chief
Procurement Division**

**THRU: Nina Sickler, P.E., Director
Department of Public Works**

DocuSigned by:
Nina Sickler
1EFA223D5D23487

**FROM: FOR Roy Birbal, Chief
Public Buildings Division**

Steven D. Long

**SUBJECT: Recommendation to Award SC-0340-24
Miller Electric Company
Electrical Services for City Buildings**

DATE: March 7, 2024

In response to the solicitation for bids to provide Electrical Services for City Buildings, the Procurement Division received two (2) responses and forwarded the results to the Public Buildings Division to review for a recommendation to award.

After reviewing the bid, the Public Buildings Division recommends approval of award to the lowest responsive, responsible bidder, Miller Electric Company, in the maximum indebtedness of \$2,000,000.00.

Funding for this award will be encumbered by Purchase Order Agreement dependent on funding, the appropriate account for the buildings being served and fiscal year.

The term of this agreement is three (3) years from the date of the award with two (2) one (1) year renewal options.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or need additional information regarding this request, please contact Kelly Hooten at 255-4340.

**Attachments: Bid Tabulation
Vendor Bid**

BID TABULATION

Title:	Electrical Services for City Buildings - Re-Bid			Brooks Building Solutions		Miller Electric Company			
Bid No.:	SC-0340-24								
Close Date:	March 6, 2024								
Analyst:	David Klages								
No. Invited:	(6)	No. Received:	(2)					Other:	(1)
Announcer:	Melissa Pierce								
Recorded By:	Michelle Spitler								
Item #	Description	Unit of Measure	Est. Annual Quantity	Unit Price	Extended Price	Unit Price	Extended Price		
1	Licensed Electrician – Regular Hours	Hour	1,000	\$114.50	\$114,500.00	\$100.00	\$100,000.00		
2	Helper/Apprentice – Regular Hours	Hour	500	\$60.50	\$30,250.00	\$60.00	\$30,000.00		
3	Licensed Electrician – Overtime Hours	Hour	100	\$148.00	\$14,800.00	\$135.00	\$13,500.00		
4	Helper/Apprentice – Overtime Hours	Hour	50	\$115.00	\$5,750.00	\$85.00	\$4,250.00		
5	Mark-up on Materials (16% Maximum)	Each	250,000	16% markup	\$290,000.00	16% markup	\$290,000.00		
6	Mark-up on Subcontractors (10% Maximum)	Each	50,000	10% markup	\$55,000.00	10% markup	\$55,000.00		
Total Bid (Items 1 - 6):				\$510,300.00		\$492,750.00			
Terms:				Not Stated		No Discount			
Delivery:				N/A		N/A			
Signed Bid Form:				Yes		Yes			
Bid Proposal Form:				Yes		Yes			
Conflict of Interest Certificate:				Yes		Yes			
Business References:				Yes		Yes			
FDOT Project List that Includes Bridge Work:				No		Yes			
Licensed Electricians List:				Provided Copies of Licenses		Yes			
Addenda:				N/A		N/A			

TERMS AND CONDITIONS**ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID****1. SCOPE**

The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Electrical Services for City Buildings** as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. TERM OF AGREEMENT

The term of this agreement will be three (3) years from the date of award with two (2) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

- a. Bidder must have a current "Certified Electrical Contractor" license from the State of Florida, Department of Business & Professional Regulation (link below) at the time of bid opening."
<https://www.myfloridalicense.com/will.asp?mode=1&SID=&brd=&typ=>
- b. Bidder must have a minimum of eight (8) years of experience as a State of Florida Licensed Electrical Contractor with commercial annual sales totaling in excess of three million dollars (\$3,000,000.00) for the last three (3) years.
- c. Bidder must have completed projects working directly with the Florida Department of Transportation (FDOT) that include lane closures **and** bridge work within the past four (4) years.
- d. Bidder must maintain a minimum of six (6) full-time licensed Electricians and at least one (1) full-time Journeyman/Master Licensed Electrician.
- e. Bidder must have a minimum of six (6) fully equipped service vehicles containing the tools and equipment used in Commercial Electrical Contracting Service and Installation. A pre-award inspection of the company's vehicles and equipment may be made prior to award.

5. PRE-BID CONFERENCE

N/A.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. **The City reserves the right to add or delete items during the contract period.** The City will order on an as needed basis.

8. DELIVERY

N/A.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, a supplier may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 45 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE:** inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

ELECTRICAL SERVICES FOR CITY BUILDINGS – RE-BID

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

Bidders must meet all the Minimum Requirements listed in the Terms and Conditions to be considered for award.

Part I – General

Scope of Work

The City of Jacksonville (Buyer/City/COJ) is accepting proposals from qualified electrical contractors for electrical installation, maintenance, and repair services at City owned or leased facilities at the request of the Public Buildings Division.

Scheduling of Operations

Contractor must note that work is generally performed in occupied facilities. The scheduling of work is of utmost importance. The Contractor will meet with Public Building Division representatives prior to scheduling and commencement of work.

Emergency repair service shall be available from the Contractor on 24-hour basis, 7 days a week, 365 days a year. Contractor must provide at least three (3) 24/7/365 emergency contacts for City-related emergencies.

Requirements of Regulatory Agencies

Contractor shall perform all work in accordance with applicable codes. The work shall be completed by certified and experienced persons skilled in the trade and in accordance with the best practices of the trade.

Contractor shall give all necessary notices, obtain all state and municipal permits, pay all fees necessary in connection with the installation, including sales and use taxes as applicable, and perform all tests as are called for by regulations of such authorities.

Security requirements will be the responsibility of the Contractor, including, but not limited to, providing workers who can pass security requirements, meeting application fees and renewals, and maintaining a staff of badged employees for any City facility.

Guarantee/Warranty

By entering into a contract with the City, the Contractor guarantees that the materials and workmanship are first-class in every aspect, and that the Contractor will make good any defect not due to ordinary wear and tear or improper use or care which may develop within one (1) year from the date of final payment.

City's Right to Terminate For Convenience

The City reserves the right to terminate the contract for any reason by giving thirty (30) days written notice to the Contractor. If the contract is terminated for convenience, the City will be relieved of all further obligations other than payment for the amount of approved services actually performed up to the date of termination. Access to all work papers will be provided to the City after termination of contract.

Part 2 – Outline of Services

Regular Requests

The Contractor shall respond to the facility for routine services within two (2) business days of being notified by the City. Work can commence without approval of a quotation for up to \$500.00 for parts and labor total. Services requested over \$500.00 for parts and labor will require an approved quotation prior to commencing.

After-Hours/Emergency Requests

The Contractor shall respond to the facility for after-hours/emergency service requests within two (2) hours of being notified by the City. Emergency services shall include corrective repair of any electrical problem required to restore the facility and/or ground to operational, secure, and safe condition. This work will commence with written (email or fax) authorization from the Public Buildings Division Facility Manager and prior to having an approved and signed estimate. Once an emergency scope of work is completed, a follow-up cost estimate will be submitted at the Contractor's earliest available opportunity for review/approval by the City for a further non-emergency scope of work to be completed.

After-Hours/Emergency requests are defined as requests made between 6:01 p.m. and 6:59 a.m., Monday – Thursday and between 6:01 p.m. Friday and 6:59 a.m. Monday.

Electrical Installation, Maintenance, and Repair Services

Electrical installation, maintenance, and repair services shall include, but not be limited to the following:

- Electrical conduit and wiring
- Lighting systems and light control systems
- Receptacles, switches, and data and telephone wall jacks
- Emergency lighting equipment and fire alarm systems
- Power and conduit to other systems such as HVAC systems, generators, UPSs or equipment
- Data and telephone cabling
- Conduit systems for communication and other electronic systems
- Pumps, motors, electrical breakers, and controls
- Low voltage wiring
- Refrigeration electrical equipment
- Air controls
- Generator systems
- Field and street lighting requiring a bucket truck
- Card access systems
- Irrigation-electrical valves and controllers
- Electrical furnaces
- Security alarm and CCTV systems
- Excavation, backfill, concrete and asphalt paving as it relates to the electrical scope of work to accomplish a complete installation
- Proven working knowledge of FDOT regulations
- Bridge, road, and waterway work

Price

This shall be a labor and materials contract guided by the rates and pricing structure identified in the Bid Proposal Form. Proposals per individual work tasks shall be on a "Not to Exceed" basis. This is a Time and Materials contract, and all invoices shall be supported by documentation verifying the costs incurred. Should the scope or conditions change where the cost may be exceeded, authorization is required prior to exceeding the PO amount. This can include, but is not limited to, certified payrolls, copies of paid invoices for materials, subcontract agreements, etc. The City reserves the right to request firm price quotations for work/individual projects exceeding \$4,500.00.

Rates shall take effect on the contract's start date and shall remain firm for the initial 12-month contract term unless the contract is terminated/cancelled. After the initial contract term, the Contractor may submit in writing a request for price escalation/de-escalation on an annual basis for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase. The City reserves the right to decline any price increase request.

The mark-up amount on materials, supplies, and equipment shall not exceed sixteen percent (16%). The mark-up on subcontractors' invoices shall not exceed ten percent (10%). Any Change Order request will require approval from the Public Buildings Division and are subject to verification. The Contractor shall provide a detailed breakdown of all costs in each work task.

Service calls and repairs shall be invoiced at the completion of each work task, according to the rates submitted on the Bid Proposal Form. All invoices shall include, at a minimum, the following information:

1. Purchase Order number under which the work is authorized.
2. Facility name and address where the work was completed.
3. COJ Facility Manager contact information (name).
4. Hourly rates and charges.
5. Total number of hours worked.
6. Detailed list of materials supplied/installed and invoiced costs.
7. Mark-up percentage/cost.
8. Detailed description of work performed.

Part 3 – Execution**Materials**

Materials/equipment installed shall be factory new, installed per the manufacturer's written instructions, and the City shall be provided with the manufacturer's complete warranty. Materials/equipment must be available for inspection by COJ staff if/when requested.

Installation

The Contractor is responsible for familiarizing himself/herself with existing field conditions prior to submitting his/her quotation. The Contractor shall coordinate the location with COJ staff prior to commencing work. All labor and materials necessary to complete the installation shall be included in the quotation.

Installation shall proceed as specified per the manufacturer's published installation instructions and to industry best standards.

At a minimum, only licensed electrical journeyman personnel will be permitted to service City facilities unless the work requires an electrical apprentice under direct supervision of the electrical Journeyman.

Installers shall be certified by the manufacturer to ensure warrantable installation when applicable. The Contractor shall ensure that he/she has the necessary resources for the successful completion of the work.

The Contractor's equipment must be in good mechanical order and not require excessive maintenance or create excessive downtime that jeopardizes the Contractors' ability to provide the work agreed to.

All work performed shall be subject to inspection and shall meet the approval of the City. If the work is not approved, the City shall have the right to reject it and require corrections. Acceptance or rejection of the work shall be made as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for the work not provided in accordance with the contract. The City will not be deemed to have accepted the work by virtue of partial or full payment. The City shall be the final judge of all work and its decisions of all questions in dispute will be final.

The City may have its own work forces and other contractors on the site while the work of this contract is under way. The City shall coordinate the work of all contractors on the site and require their coordination with each other. If the Contractor is unable to provide the services within the timeframe required, or is unavailable, the City reserves the right to contact another contractor to perform the service(s).

The Contractor shall ensure that all repairs and/or replacement materials take into account the City's obligation for sustainability and Energy Efficient Management Programs. All repairs and/or replacement materials shall be of the same or higher standard in terms of energy consumption to achieve significant and sustainable savings in energy use cost.

The Contractor is also expected to identify any improvement opportunities during the course of maintenance or repair services within City facilities for installation of products and equipment that would reduce electrical energy consumption and/or produce environmental benefits.

Worksite Procedures

The Contractor will be required to notify City staff upon arrival and before starting any work, and prior to departure from the facility. An identity badge, parking pass, and/or keys may be required from COJ staff.

The Contractor will be required to provide employees that can pass and maintain security clearances for certain designated buildings that require security clearances. Any costs for obtaining security clearances shall be the responsibility of the Contractor.

Contractor is responsible for installing temporary restrictions, barricades, and signs during service/repair operations.

The Contractor is required to schedule work with the local users and accommodate those who cannot allow shutdown of their operations.

The Contractor must inform the COJ Public Buildings Facility Manager immediately if any safety hazard is discovered.

The Contractor must ensure all staff, including subcontractors, are wearing company t-shirts with logo/company ID when working in a City facility. The Contractor's employees should also wear in plain sight a company ID badge with their full name.

Acquiring all necessary permits will be the responsibility of the Contractor.

It is the Contractor's responsibility to locate underground utilities to ensure damage does not occur. If damage occurs, the Contractor shall repair, or make arrangements for repair of, the damage at the Contractor's own expense.

The Contractor will perform on-site minor repairs when the cumulative cost for parts and labor is \$500.00 or less, as approved by the COJ Facility Manager or his/her designee. If the estimated costs exceed \$500.00, the Contractor will provide a written quote and receive authorization from the City prior to commencing with the repair.

Protection

The Contractor shall use due care so that no persons are injured, or property damaged, in providing the services under this solicitation. The Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect to any injury to persons, damage to property, or infringement of the rights of others incurred in the performance of the work, or caused in any manner whatsoever, by the Contractor or its employees and subcontractors. The Contractor shall immediately rectify any loss or damage for which, in the opinion of the City, the Contractor is responsible at no charge to the City and to the satisfaction of the City.

Cleaning

At the end of each day and at the conclusion of work, the Contractor shall clean up all debris, promptly remove any equipment or material, and leave the site of the work in a clean and tidy condition.

Performance Guarantee

The contractor shall assume full responsibility for providing a complete and operational electrical component upon completion of the work.

Remainder of page intentionally left blank.