

EBID #20210094R1
 Electrical Connection of Retrofitted City Grinder Pump Systems
 Excel Bid Reply-Schedule A

Company Name: Apex Electric, Inc.

Item No.	Description	Estimated Qty	Unit	Unit Price	Total
1	Bonds, Insurance, and General Conditions	1	LS	\$ 3,500.00	\$ 3,500.00
2	Remove and Replace existing Grinder Pump Control Panel	991	EA	\$ 795.00	\$ 787,845.00
3	City of PSL Individual Building Permit	991	EA	\$ 85.00	\$ 84,235.00
Total Bid Amount:					\$ 875,580.00

NOTE: The City's Estimated Annual Usage as indicated in this document has been inserted to establish a possible annual usage. Actual quantities that will be ordered by the City during the Contract Period may vary substantially from the Estimated Annual Usage. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity or type of services that will be utilized during the Contract period.

CITY OF PORT ST. LUCIE, FLORIDA
eBID NO. 20210094R1 – Attachment L
PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump
Systems for 991 Sites

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE



COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: AApex Electric, Inc.

Authorized By:  Paul Romano
(Sign) (Print Name)

Title: Pres Date: 1/17/22

NOTICE TO ALL PROPOSERS:

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Ms. Shelby Dolan, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing to Shelby Dolan, Procurement Manager with the Procurement Management Department via e-mail sdolan@cityofpsl.com, or by phone 772-873-6338. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: Paul Romano

Signed: 

Company and Job Title: AApex Electric, Inc. - President

Date: 01/17/2022

eBID NO. 20210094R1- Attachment D

PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump Systems

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: AApex Electric, Inc.

Corporate Title: Pres

Address: 561 SW Biltmore St

Port St Lucie, FL 34983
(Zip Code)

By: Paul Romano Pres
(Print name) (Print title)


(Authorized Signature)

Telephone: (772) 607-9494

Fax: (772) 785-7058

State License # EC13009343 (ATTACH COPY)

County License # PSL11899 (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: Electrical Certified

Unlimited (yes/no)

If "NO", Limited to what trade? Electrical



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. 1661 Worthington Rd Ste 175 West Palm Beach FL 33409	CONTACT NAME: Brian Peralta	PHONE (A/C, No, Ext): (561) 686-2266	FAX (A/C, No): (561) 686-2313
	E-MAIL ADDRESS: Brian.Peralta@bbrown.com		
INSURED AApex Electric Inc 561 SW Biltmore St Port St Luice FL 34983	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Specialty Insurance Company		12537
	INSURER B: AmGUARD Insurance Company		42390
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 22-23 Master COI REVISION NUMBER:

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

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		DCI02081-01	01/31/2022	01/31/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			AAAU293478	01/31/2022	01/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
EXCESS LIAB							AGGREGATE \$
DED RETENTION \$							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Re: Contract#20210094 Electrical Connection of Retrofitted City Grinder Pump Systems for 991 Sites

City of Port St. Lucie, a Municipality of the State of Florida, its officers, employees and agents, and shall include contract#20210094 Electrical Connection of Retrofitted City Grinder Pump Systems for 991 Sites are listed as additional insured with respect to the General Liability policy when required as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Port St. Lucie, a Municipality of the State of Florida, its officers, employees & Agents
121 SW Port St. Lucie Blvd
Port St. Lucie FL 34984

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2021

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

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

PRODUCER Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801	CONTACT NAME: Nancy Cox PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: ncox@congruityhr.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Congruity HR, LLC 508 Arbor Hill Road Kernersville, NC 27284	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A :Service American Indemnity Company</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A :Service American Indemnity Company	NAIC #	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A :Service American Indemnity Company	NAIC #												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: VYAGCQ34** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RT21MWC7000045502	07/30/2021	07/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage is provided for only those employees leased to, but not subcontractors of AAPex Electric, Inc. (Effective 10/11/2021)
 Contract # 20210094

CERTIFICATE HOLDER City of Port St Lucie, a municipality of the State of Florida, it's officers, employees and agents 121 SW Port St Lucie Blvd Port St Lucie, FL 34984	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF PORT ST. LUCIE, FLORIDA
eBID NO. 20210094R1 – ATTACHMENT K
PROJECT TITLE: Electrical Connection Services of Retrofitted City Grinder Pump
Systems for 991 Sites

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: AApex Electric, Inc.

Authorized By:  Paul Romano
(Sign) (Print Name)

Title: Pres Date: 1/17/22

CITY OF PORT ST. LUCIE, FLORIDA
eBID NO. 20210094R1- ATTACHMENT J

PROJECT TITLE: **Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991 Sites**

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

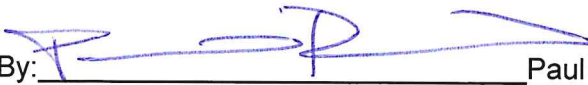
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or 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. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: AApex Electric, Inc.

Authorized By:  Paul Romano
(Sign) (Print Name)

Title: Pres Date: 01/17/2022

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

DRUG-FREE WORKPLACE FORM
eBid # 20210094R1 - Attachment H
Electrical Connection Services of Retrofitted City Grinder Pump Systems for 991 Sites

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that
AApex Electric, Inc. does:

(Name of Business)

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 proposal 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 proposal, 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 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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 fully with the above requirements.



Bidder's Signature

11/17/22

Date:

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

6617105105

CASHIER'S CHECK

November 29, 2021

\$500.00

VOID IF OVER US \$ 500.00

Murphy Law
CONTROLLER

0066171
Office AU # 11-24
1210(6)

Remitter: AAPEX ELECTRIC INC.
Operator ID: f1008728

PAY TO THE ORDER OF ***CITY OF PSL***

**Five Hundred and 00/100 - US Dollars **

Payee Address:

Memo:

WELLS FARGO BANK, N.A.
1410 SW SAINT LUCIE WEST BLVD
PORT SAINT LUCIE, FL 34986
FOR INQUIRIES CALL (480) 394-3122

⑆6617105105⑆ ⑆121000248⑆4861 513224⑆

Security Features Included. Details on Back.

E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. 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 Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state 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.

E-Verify Company Identification Number _____

Date of Authorization _____

1-31-2022

Name of Contractor _____

AApex Electric, Inc.

Name of Project _____

Electrical Connection Services of Retrofitted City Grinder Pump Systems.

Solicitation Number (If Applicable) _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Jan 31, 2022 in Port St. Lucie (city), FL (state).

[Handwritten Signature]

Signature of Authorized Officer

Paul Romano - President.

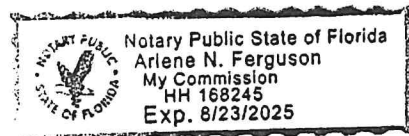
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 31st DAY OF Jan, 2022.

NOTARY PUBLIC *Arlene Ferguson*

My Commission Expires: 8/23/2025



NON-COLLUSION AFFIDAVIT
Solicitation 20210094R 1- Attachment G
Electrical Connection Services of Retrofitted
City Grinder Pump Systems for 991 Sites

State of Florida

County of St Lucie }

Paul Romano _____, being first duly sworn, disposes and says that:

(Name/s)

1. They are **President** of **AApex Electric Inc.** the Proposer that

(Title)

(Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) **President**

CONTRACTOR'S QUESTIONNAIRE
eBID #20210094R1 – ATTACHMENT I

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 561 SW Biltmore St Port St Lucie, FL 34983, this 17 day of Jan, 2022
(Location)

Name of Organization/Contractor: AApex Electric, Inc.

By: Paul Romano - President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corp
2. Firm's name and main office address, telephone and fax numbers

Name: AApex Electric, Inc.

Address: 561 SW Biltmore St

Port St Lucie, FL 34983

Telephone Number: 772-607-9494

Fax Number: 772-785-7058

3. Contact person: Paul Romano Email: aapexelectric@yahoo.com
4. Firm's previous names (if any). N/A
5. How many years has your organization been in business? 13 yrs
6. List the license(s) that qualifies your firm to construct this project:

State of Florida Certified Electrical Contractor

7. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued
F		L	
K		F	
J		G	
D			
M			
H			

8. The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Yes No

9. List five (5) Electrical Connection Services of Retrofitted City Grinder Pump System projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Electrical Connection of Retrofitted City Grinder Pumps

Description & Size: Electrical installation of STEP grinder pump panel station

Location: City of PSL

Client Name, Phone Number & Email: City of PSL Utilities 772-204-7144

Value of Total Contract: 477,600.00

Date of Completion: 09/30/2021

Firm's Percentage of Total Contract: 100%

Number of Change Orders:0

Value of Change Orders:0

Was Project Completed on Schedule:yes

Was Project Completed within Budget?yes

Project Number 2

Project Name: Electrical Connection of Retrofitted City Grinder Pumps

Description: Electrical installation of STEP grinder pump panel station

Location: City of PSL

Client Name, Phone Number & Email: City of PSL Utilities 772-204-7144

Value of Total Contract:477,600

Date of Completion:09/30/2024

Firm's Percentage of Total Contract:100

Number of Change Orders:0

Value of Change Orders:0

Was Project Completed on Schedule: ongoing

Was Project Completed within Budget? yes

Project Number 3

Project Name: Electrical Connection of Retrofitted City Grinder Pumps

Description & Size: Electrical installation of STEP grinder pump panel station

Location: Martin County, FL

Client Name, Phone Number & Email: Martin County Utilities, David Duncan,
dduncan@martin.fl.us

Value of Total Contract: 400,000.00

Date of Completion: 09/30/2021

Firm's Percentage of Total Contract: 100

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule:yes

Was Project Completed within Budget? yes

Project Number 4

Project Name: Electrical Connection of Retrofitted City Grinder Pumps

Description & Size: Electrical installation of STEP grinder pump panel station

Location: Martin County, FL

Client Name, Phone Number & Email: Martin County Utilities, David Duncan,
dduncan@martin.fl.us

Value of Total Contract:500,00.00

Date of Completion:09/30/2024

Firm's Percentage of Total Contract: 100

Number of Change Orders:0

Value of Change Orders:0

Was Project Completed on Schedule:its ongoing

Was Project Completed within Budget? yes

Project Number 5

Project Name: Electrical Connection of Retrofitted City Grinder Pumps

Description & Size: Electrical installation of STEP grinder pump panel station

Location: City of Stuart

Client Name, Phone Number & Email: Stuart Utilities Dept Corky 772-288-1292

Value of Total Contract: 400,000.00

Date of Completion: 09/15/2021

Firm's Percentage of Total Contract: 100

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

10. List subcontractors and major material suppliers for the project. Include telephone numbers. Insert additional sheets if necessary. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

AApex Electric, Inc., does not utilize subcontractors.

Rexel Electrical Supply 772-403-0555

Consolidated Electrical Supply 772-426-8200

City Electric Supply 772-871-0115

11. How will the Contractor be able to meet the project timeline and budget given the current workload, work force and equipment?

We have 1 superintendent, 1 foreman and 6 technicians dedicated to our grinder pump dept, aside from the other electricians we have on staff that are able to assist.

12. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages

in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: none

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

13. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No (x)

If yes, please explain:

14. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

none

(N/A is not an acceptable answer - insert lines if needed)

15. List any judgments from lawsuits in the last five (5) years:

none

(N/A is not an acceptable answer - insert lines if needed)

16. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

none

(N/A is not an acceptable answer - insert lines if needed)



Signature



Title



"A City for All Ages"

eBID #20210094R1 – ATTACHMENT M CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

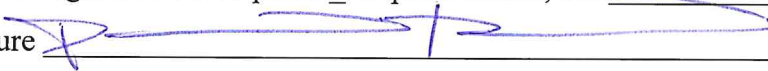
- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer AApex Electric, Inc.

Signature



Printed Name and Title Paul Romano - President

Date

11/17/22

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

ATTACHMENT O

<p style="text-align: center;">GENERAL SPECIFICATIONS Section A: State & Federal Statutes</p>

This project is funded through the Hazard Mitigation Grant Program (HMGP), FEMA-Irma-DR-FL. This is FEMA Project #4337-350-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). This project must adhere to all program guidelines established for the HMGP in accordance with PAS Operational Agreement for Disaster 4337.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, Equal Employment Opportunities, etc.). Failure to comply with all general conditions may result in removal from the project.

In addition to other provisions required by the Federal agency or non-Federal entity, **all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

The following Items (26) through (32) are “MANDATED CONDITIONS that will be incorporated into the awarded contract as well as all applicable provisions of the DAVIS BACON ACT as amended (40 U.A.C.3141-3148). These following numbered sections are from the Federally Funded Subaward and Grant Agreement between the City of Port Saint Lucie and the Florida Division of Emergency Management (Pass-Through Entity) for the Federal Emergency Management Agency:

(26) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or

ATTACHMENT O

undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain

ATTACHMENT O

compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in

ATTACHMENT O

whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

ATTACHMENT O

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

ATTACHMENT O

place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148). As required by

ATTACHMENT O

Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision to use for this Contract is https://sam.gov/wage-determination/FL20210228/0?index=wd&keywords=%22st.%20lucie%20county%22&is_active=true&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&page=1&inactive_filter_values=false

ACCESS TO RECORDS

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

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

The Contractor agrees to permit the FEMA Administrator or his authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

ATTACHMENT O

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

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

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326](#) as well as [Appendix II to C.F.R. Part 200](#).

Firm Name: AApex Electric Inc.

Authorized Signature: 

Date: 1/17/2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER: EC13009343

EXPIRATION DATE: AUGUST 31, 2022

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

ROMANO, PAUL E
AAPEX ELECTRIC, INC.
561 SW BILTMORE ST
PORT ST LUCIE FL 34983



ISSUED: 09/16/2020

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**CITY OF PORT ST. LUCIE 11498
BUILDING DEPARTMENT
CERTIFICATE OF COMPETENCY
EXPIRE: 9/30/22**

ROMANO, PAUL
AAPEX ELECTRIC INC
561 SW BILTMORE ST
PORT ST LUCIE, FL 34983

SIGNATURE _____

ELECTRICAL CONTRACTOR

FL#: EC13009343

PSL - 11899