

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Steven Hastings, Deputy Director of Public Works and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments.

Prepared By: Kristy Gilbert, MBA, Assistant Public Works Director

Temp. Reso. Number: 8723

Item Description: Temp. Reso. #R8723 APPROVING THE PURCHASE OF FUEL SYSTEMS AND EQUIPMENT MAINTENANCE AND REPAIR SERVICES FROM GENESIS GLOBAL L.L.C., D/B/A, ADVANCED PETROLEUM, IN AN ADDITIONAL AMOUNT OF \$30,000.00, FOR TOTAL EXPENDITURES DURING FISCAL YEAR 2026 IN THE AMOUNT OF \$104,000.00; UTILIZING CITY OF CORAL SPRINGS INVITATION FOR BID NO. 25-C-166F ENTITLED "FUEL SYSTEMS: INSPECTION, MAINTENANCE AND REPAIR SERVICES." (*Public Works Deputy Director Steven Hastings and Procurement Director Alicia Ayum*)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Additional funds totaling \$30,000 for FY2026, will be expended from Account No. 503-50-521-519-000-604615 entitled "R&M Fuel Maintenance System".


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8723
 - Exhibit A: City of Coral Springs Invitation for Bid No. 25-C-166F Contract



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Shana Coombs, Chief Operations Officer / Public Works Director

DATE: July 2, 2026

RE: Temp. Reso. No. 8723 approving the Purchase of Fuel Systems and Equipment Maintenance and Repair Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8723, approving the purchase of fuel systems and equipment maintenance and repair services from Genesis Global LLC d/b/a Advanced Petroleum Systems, Inc., (“Genesis”) in the additional amount of \$30,000 utilizing City of Coral Springs Invitation for Bid No. 25-C-166F entitled “Fuel Systems: Inspection, Maintenance and Repair Services.”

ISSUE: City Commission approval is required for all expenditures exceeding \$75,000 from the same vendor within a fiscal year. Ongoing maintenance and repairs are needed to the Wastewater Reclamation Facility (“WWRF”) fuel depot through the end of the fiscal year and during the 2026 hurricane season.

BACKGROUND: The Public Works Department is responsible for the operation, maintenance, and repair of the WWRF fuel depot and City fuel storage facilities. During Fiscal Year 2026 (“FY2026”), staff requested quotes from Genesis to provide fuel systems and equipment maintenance and repair services. Purchase Order No. 260360 for \$74,000 was encumbered with a total of \$52,729 spent to date.

Ongoing maintenance and repairs to the WWRF fuel depot and building generator fuel tanks are needed for the remainder of FY2026 and during the hurricane season. The table below details the maintenance and repair expenditures approved and pending for FY2026.

FY2026 Expenditures with Genesis

Description of Work	Munis Purchase Order No.	Total Amount	Account No.
Maintenance and repair services to fuel depot, dispensers, and fuel tanks	260360	\$74,000	503-50-521-519-000-604615
Services paid to date		\$74,000	
Additional Services Pending			
Fuel depot maintenance and repairs	PO Pending	\$30,000	503-50-521-519-000-604615
Additional services pending		\$30,000	
Total Projected Expenditures		\$104,000	

Additional expenditures totaling \$30,000 are needed through the end of FY2026 to provide for the maintenance and repair of the WWRF fuel depot and City fuel tanks.

Genesis is an awarded fuel station and storage facility maintenance vendor through City of Coral Springs competitive bid process and pricing is consistent with the existing agreement. The Procurement Department has reviewed the agreement and price sheet and confirmed utilizing the competitively solicited contract.

DISCUSSION: The scope of services to be provided to the City includes the provision of parts maintenance and repair of WWRF fuel depot and fuel tanks to ensure efficient operations and to protect the fuel equipment investment. Having an experienced vendor like Genesis under contract during the 2026 hurricane season will ensure the City is well-prepared to handle all emergency fuel system repairs should the City be impacted by a storm.

ANALYSIS: Additional funds totaling \$30,000 for FY2026 will be expended from Account No. 503-50-521-519-000-604615 entitled "Fleet Maintenance – R&M Fuel Maintenance System".

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5/11/26

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF FUEL SYSTEMS AND EQUIPMENT MAINTENANCE AND REPAIR SERVICES FROM GENESIS GLOBAL LLC D/B/A ADVANCED PETROLEUM, IN AN ADDITIONAL AMOUNT OF \$30,000, FOR TOTAL EXPENDITURES DURING FISCAL YEAR 2026 IN THE AMOUNT OF \$104,000; UTILIZING CITY OF CORAL SPRINGS INVITATION FOR BID NO. 25-C-166F ENTITLED “FUEL SYSTEMS: INSPECTION, MAINTENANCE AND REPAIR SERVICES;” AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is responsible for the operation, maintenance, and repair of the Wastewater Reclamation Facility (“WWRF”) fuel depot and fuel storage facilities; and

WHEREAS, during the fiscal year 2026 (“FY2026”), staff requested quotes for WWRF fuel depot and fuel storage facilities maintenance and repair services from Genesis Global LLC d/b/a Advanced Petroleum Systems, Inc., (“Genesis”) and Purchase Order No. 260360 for \$74,000 was encumbered and a total of \$52,729 has been spent to date; and

WHEREAS, ongoing maintenance and repair services to the City’s fuel depot systems and fuel storage facilities are needed for the remainder of FY2026 and during the hurricane season; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor over \$75,000 must be formally approved by the City Commission; and

Reso. No. _____

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WHEREAS, Section 2-413 of the City Code provides for purchases made utilizing already completed agreements of other governmental agencies, such as the City of Coral Springs Invitation for Bid No. 25-C-166F to be exempt from further competitive bidding requirements; and

WHEREAS, the City will utilize City of Coral Springs Invitation for Bid No. 25-C-166F entitled “Fuel Systems: Inspection, Maintenance and Repair Services;” and

WHEREAS, the City Manager recommends that the City Commission approve the purchase of additional expenditures for maintenance and repair parts and services from Genesis for \$30,000 utilizing City of Coral Springs Invitation for Bid No. 25-C-166F, attached hereto as Exhibit “A;” and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase of additional expenditures for WWRF fuel depot and fuel storage facilities maintenance and repairs services from Genesis for \$30,000 utilizing City of Coral Springs Invitation for Bid No. 25-C-166F.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves additional expenditures with Genesis dba Advanced Petroleum Systems, Inc., in the amount of \$30,000, utilizing City of Coral Springs Invitation for Bid No. 25-C-166F.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



June 12, 2025

Email: newland@tryapsi.com

Mr. Percy Newland
Advanced Petroleum Systems
16600 NW 54th Avenue
Miami, Florida 33014

Re: Fuel Systems Equipment: Inspection, Maintenance, & Repairs Services,
Bid 25-C-166

Dear Mr. Newland:

I am pleased to inform you that the City of Coral Springs has approved the agreement with your company. The term of this contract will commence on June 11, 2025, and will terminate on June 30, 2027, with the option to renew to for two (2) additional two-year terms. Attached is the executed copy of the agreement for your records.

Please provide this office with your Certificate of Insurance throughout the term of this contract with the City of Coral Springs, named as additional insured and certificate holder.

If you require any additional information, please contact the Agent, Ryan Hinsz, at RHinsz@coralsprings.gov.

The City looks forward to a successful business relationship in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Machuca", is positioned above a blue horizontal line.

[Miguel Machuca \(Jun 12, 2025 08:16 EDT\)](#)

Miguel Machuca, Purchasing Manager




APS award letter

Final Audit Report

2025-06-12

Created:	2025-06-12
By:	Ryan Hinsz (rhinsz@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbibn1uFR1N7cXDZgdui1atr7v7fGuM2

"APS award letter" History

-  Document created by Ryan Hinsz (rhinsz@coralsprings.gov)
2025-06-12 - 12:11:03 PM GMT- IP address: 104.203.240.34
-  Document emailed to Miguel Machuca (mmachuca@coralsprings.gov) for signature
2025-06-12 - 12:11:49 PM GMT
-  Email viewed by Miguel Machuca (mmachuca@coralsprings.gov)
2025-06-12 - 12:15:45 PM GMT- IP address: 168.151.103.39
-  Document e-signed by Miguel Machuca (mmachuca@coralsprings.gov)
Signature Date: 2025-06-12 - 12:16:04 PM GMT - Time Source: server- IP address: 104.203.240.34
-  Agreement completed.
2025-06-12 - 12:16:04 PM GMT

**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ADVANCED
PETROLEUM SYSTEMS FOR THE INSPECTION, MAINTENANCE, AND
REPAIR SERVICES OF FUEL SYSTEMS EQUIPMENT**

THIS AGREEMENT, made and entered into the 11 day of June, 2025
(hereinafter “Effective Date”) by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9500 West Sample Road
Coral Springs, Florida 33065
(hereinafter “CITY”)

and

ADVANCED PETROLEUM SYSTEMS
a Florida profit corporation
16600 NW 54th Avenue
Miami, Florida 33014
(hereinafter “CONTRACTOR”)

WHEREAS, on March 19, 2025, CITY issued an Invitation to Bid Number 25-C-166F for the Inspection, Maintenance, and Repair services of CITY’s Fuel Systems Equipment (hereinafter “Bid”); and

WHEREAS, CITY staff has reviewed the Bids and recommends that CONTRACTOR be selected for the services identified in the Bid, attached hereto and incorporated herein as Exhibit “A;” and

WHEREAS, the Purchasing Manager concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

SECTION 1. RECITALS

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. PURPOSE

2.01 CITY hereby retains CONTRACTOR for the Inspection, Maintenance, and Repair services of CITY’s Fuel Systems Equipment.

2.02 CONTRACTOR agrees that should the work performed by CONTRACTOR not meet CITY's standards or be to the satisfaction of CITY, CONTRACTOR shall be required to redo services described above, or perform any corrective measures that CITY, in its sole discretion, deems appropriate.

2.03 In the event that CONTRACTOR damages any property of CITY, CONTRACTOR agrees that it shall be responsible to either repair or replace the damaged property and that the property shall be restored to its original condition.

SECTION 3. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, CITY hereby retains CONTRACTOR to provide the services detailed in Exhibit "A."

SECTION 4. RESPONSIBILITIES OF CITY

CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

SECTION 5. COMPENSATION

5.01 CITY agrees to pay to CONTRACTOR an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for the services designated in the Bid.

5.02 All payments for services shall be in accordance with the cost as designated in the Pricing Sheet, which is included in Exhibit "A", and invoiced by CONTRACTOR.

SECTION 6. TERM OF AGREEMENT

This Agreement shall become effective upon execution of both parties and shall terminate on June 30, 2027 unless otherwise terminated pursuant to Section 7 of this Agreement. CITY reserves the right to renew this Agreement for two (2) additional two (2) year periods based on CONTRACTOR'S acceptable level of performance and approved and available funding. The Purchasing Manager is authorized to extend this Agreement for a period of up to ninety (90) days after the expiration of the final term by providing an email notice to CONTRACTOR. Prices in effect at the end of the final term shall remain fixed during this extension period.

SECTION 7. TERMINATION

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for CITY's convenience whenever CITY determines that such termination is in the best interest of CITY. Where the Agreement is terminated for the convenience of CITY the notice of termination to CONTRACTOR must state that the Agreement is being terminated for the convenience of CITY under the termination clause and the

extent of termination. Upon receipt of the Notice of Termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, CITY shall give CONTRACTOR written notice by certified mail of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONTRACTOR has failed to correct the condition(s) of the default, or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

SECTION 8. INDEMNIFICATION

8.01 The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: CONTRACTOR agrees to indemnify, defend, save and hold CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of CONTRACTOR, specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of CONTRACTOR, under this Agreement or the breach of this Agreement by CONTRACTOR.

8.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time and the limits provided for therein.

8.05 PATENT AND COPYRIGHT INDEMNIFICATION: CONTRACTOR shall indemnify, save and hold harmless, CITY, its officers, agents and employees from all claims, damages,

losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.

SECTION 9. SCRUTINIZED COMPANIES

CONTRACTOR understands that pursuant to Section 287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with CITY if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as amended, or is engaged in a boycott of Israel. Additionally, CONTRACTOR understands that if the consideration for this Agreement exceeds one million dollars at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, and CONTRACTOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in business operations in Syria, that CONTRACTOR is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with CITY.

By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR, and its principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Syria.

In the event that CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, engaged in a boycott of Israel, Scrutinized Companies with Activities in the Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria, CITY may immediately terminate this Agreement without any liability to CONTRACTOR notwithstanding any other provision in this Agreement to the contrary.

SECTION 10. INSURANCE

10.01 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in this Agreement.
- (f) Owner's or Contractor's Protective Liability.

10.02 UPON CONTRACT EXECUTION, CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

10.03 These insurance requirements shall not relieve or limit the liability of CONTRACTOR. CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect CONTRACTOR's interests or liabilities but are merely minimum requirements established by CITY's Risk Manager. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability.

10.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

10.05 CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each

category), and CONTRACTOR shall provide verification thereof to CITY upon request of CITY.

10.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

10.07 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

10.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY's actual notice of such an event.

10.09 CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

10.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

SECTION 11. ACCIDENT PREVENTION

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

SECTION 12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

SECTION 13. NON-EXCLUSIVITY

This Agreement is considered a non-exclusive Agreement between the parties. CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

SECTION 14. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

SECTION 15. PERMITS, FEES AND LICENSES

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

SECTION 16. TAXES

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

SECTION 17. CONFLICT OF INTEREST

17.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

17.02 CONTRACTOR is aware of the conflict-of-interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

17.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

SECTION 18. WARRANTIES

18.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the

time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

18.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

18.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

18.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

18.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

18.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.

SECTION 19. ASSIGNMENT

19.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

19.02 CHANGES IN STAFF. CONTRACTOR will advise CITY not less than thirty (30) days in advance of any proposed changes in CONTRACTOR's staff assignment to enable CITY an opportunity to discuss such proposed changes with CONTRACTOR.

SECTION 20. INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

SECTION 21. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION 22. RECORDS AND AUDIT

22.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

22.02 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.

22.03 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) 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, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR 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 that is compatible with the information technology systems of CITY.

22.04 NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

SECTION 23. CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

SECTION 24. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any

covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 25. ATTORNEY'S FEES AND COSTS

In any legal action between CONTRACTOR and CITY, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

SECTION 26. GOVERNING LAW; VENUE

26.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

26.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

SECTION 27. CONSTRUCTION OF AGREEMENT

27.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.

27.02 The parties agree that this Agreement was jointly drafted, and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

SECTION 28. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 29. CONFLICT

In the event of conflict between this Agreement and the terms and conditions set forth in any Exhibit attached hereto, the terms of this Agreement shall control, except as expressly and explicitly provided for in this Agreement, any term, condition, or webpage link to any terms or condition contained in any Exhibit attached hereto shall have no force or effect.

SECTION 30. FORCE MAJEURE AND APPROPRIATION

30.01 In no event shall CITY be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: epidemic/pandemic/viral or communicable disease outbreak; quarantines; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes (including floods, fires, earthquakes, tornadoes, tropical storms, and hurricanes) or other acts of God; any National, State, County or Local State of Emergency or any act, order, or requirement of any governmental authority; interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; or any other similar causes beyond the control of CITY; it being understood that CITY shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

30.02 CITY'S performance and obligation to pay under this Agreement is contingent upon appropriation by the Coral Springs City Commission.

SECTION 31. E-VERIFY

In accordance with Section 448.095, *Florida Statutes*, CONTRACTOR agrees as follows:

(a) CONTRACTOR agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. CONTRACTOR shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(b) CONTRACTOR shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. CITY may immediately terminate an Agreement for a breach of this subparagraph.

(c) CITY shall terminate this Agreement if CITY has a good faith belief that CONTRACTOR is in violation of Section 448.09(1), *Florida Statutes*.

(d) CONTRACTOR shall terminate any agreement with any subcontractor if CONTRACTOR has a good faith belief that the subcontractor is in violation of Section 448.09(1), *Florida Statutes*. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(e) CITY shall notify and order CONTRACTOR to immediately terminate a contract with a subcontractor if CITY has a good faith belief that CONTRACTOR's subcontractor knowingly violated this Section, but CONTRACTOR has otherwise complied with this Section. CITY may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) CONTRACTOR shall be liable for any and all additional costs incurred by CITY as a result of the termination of this Section.

SECTION 32. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Miguel Machuca, Purchasing Manager
City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065
Tel.: (954) 344-1101
Email: mmachuca@coralsprings.gov

CONTRACTOR: Percy Newland, Owner
Advanced Petroleum Systems
16600 NW 54th Avenue
Miami, Florida 33014
Tel.: (305) 430-8500
Email: newland@tryapsi.com

SECTION 33. This Agreement shall become effective upon execution by CITY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ADVANCED PETROLEUM SYSTEMS have caused these present to be executed in their respective names by the proper officials the day and year first above written.

APPROVED AS TO FORM

Sherry Whitacre
Sherry Whitacre (Jun 11, 2025 15:16 EDT)

SHERRY L. WHITACRE
Senior Deputy City Attorney

CITY OF CORAL SPRINGS, FLORIDA

Miguel Machuca
Miguel Machuca (Jun 11, 2025 15:43 EDT)

MIGUEL MACHUCA, Purchasing Manager

ADVANCED PETROLEUM SYSTEMS

By: *PNewland*

Title: **General Manager**

Print Name: **Percy Newland**












03D-C110404D753D

Final Audit Report

2025-06-11

Created:	2025-06-11
By:	Ryan Hinsz (rhinsz@coralsprings.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnmMKyWhPAIJv58tELRQuIPDX6bbW7E5c

"03D-C110404D753D" History

-  Document created by Ryan Hinsz (rhinsz@coralsprings.gov)
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-  Document emailed to Percy Newland (newland@tryapsi.com) for signature
2025-06-11 - 5:23:06 PM GMT
-  Email viewed by Percy Newland (newland@tryapsi.com)
2025-06-11 - 6:29:53 PM GMT- IP address: 104.181.35.81
-  Document e-signed by Percy Newland (newland@tryapsi.com)
Signature Date: 2025-06-11 - 6:31:34 PM GMT - Time Source: server- IP address: 104.181.35.81
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-  Signer swhitacre@coralsprings.gov entered name at signing as Sherry Whitacre
2025-06-11 - 7:16:38 PM GMT- IP address: 104.203.240.34
-  Document e-signed by Sherry Whitacre (swhitacre@coralsprings.gov)
Signature Date: 2025-06-11 - 7:16:40 PM GMT - Time Source: server- IP address: 104.203.240.34
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-  Email viewed by Miguel Machuca (mmachuca@coralsprings.gov)
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-  Document e-signed by Miguel Machuca (mmachuca@coralsprings.gov)
Signature Date: 2025-06-11 - 7:43:17 PM GMT - Time Source: server- IP address: 104.203.240.34

✔ Agreement completed.

2025-06-11 - 7:43:17 PM GMT



BID FORMS SUBMISSION CHECKLIST

Project Name: Fuel Systems Equipment: Inspection, Maintenance and Repairs (rebid)

Bid No. 25-C-166F

Bidders Company Name: Genisis Global LLC dba Advanced Petroleum Systems

The following forms are to be completed and returned with the bid submittal on the above-named project. **Please submit one (1) original or electronic copy of the required forms.**

1. Bid submission checklist
2. Invitation to Bid – Bidder Acknowledgement (Page 1 only)
3. Bid Form & Bidder's Certification
4. Certified Resolution
5. Non-Collusive Affidavit
6. Foreign (non-Florida) Corp.
7. Qualifications Statement
8. References
9. Key Sub-Contractor Listing
10. Drug-Free Workplace Certification
11. Certification Pursuant to F.S. 287.135
12. Affidavit of Compliance with Foreign Entity & Human Trafficking Laws
13. Insurance Certificate
14. Proof of E-Verify Registration
15. Addenda Cover Page

***Omission of any of these forms may cause your bid to be deemed non-responsive.**



MARCH 19, 2025

BID #25-C-166F

INVITATION TO BID

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as the CITY, will receive sealed Bids at the office of the Purchasing Manager, City Hall, 9500 West Sample Road, Coral Springs, Florida 33065, for:

**FUEL SYSTEMS EQUIPMENT:
INSPECTION, MAINTENANCE & REPAIR SERVICES (REBID)**

Sealed Bids must be received and time stamped by the Purchasing Division Office, electronically, by mail, or hand delivery, no later than 2:00 p.m. local time on **Wednesday, April 9, 2025**. A public opening will take place at or before 2:15 p.m. in the Everglades Room located on the 1st floor in City Hall on the same date. Any bids received after 2:00 p.m. local time on said date will not be accepted under any circumstances. The Bidder is responsible to ensure that the electronic files were properly received, any uncertainty regarding the time a bid is received will be resolved against the Bidder. Electronic Bid Submittals will be accepted through www.DemandStar.com. Physically delivered Bid Submittal will also be accepted.

Any questions you may have regarding this project can be sent via email to ncaradonna@coralsprings.gov. The last day to submit questions will be **Monday, March 31, 2025, by 5:00p.m.** Questions received after the stated date and time will not be addressed.

The CITY reserves the right to reject any or all bids, to re-advertise for bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Nicholas Caradonna
Senior Purchasing Agent

CITY OF CORAL SPRINGS, FLORIDA

INVITATION TO BID

SUBMIT BID TO:

PURCHASING DIVISION
CORAL SPRINGS CITY HALL
9500 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

BIDDER ACKNOWLEDGMENT

- GENERAL CONDITIONS -

THESE INSTRUCTIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF CORAL SPRINGS. THE CITY OF CORAL SPRINGS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all Bid sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Bid opening and Bid number. Bids not submitted on attached Bid Form may be rejected. All Bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. By signature on this form, Bidder acknowledges and accepts without limitation, pages 1 through 5 inclusive of the Invitation to Bid as well as any special instructions if applicable.

BID TITLE: Fuel System Equipment: Inspection, Maintenance and Repairs (rebid)

BID NO.: 25-C-166F

INSTRUCTIONS TO BIDDERS:

BIDS WILL BE OPENED 2:00 P.M. (EST), April 9, 2025 and may not be withdrawn during the 90 calendar days following such date and time.

PURCHASING AGENT (NAME & TELEPHONE NO.):

Nicholas Caradonna 954-344-1103

1. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them. The term "Bidder" means one who submits a Bid directly to CITY, as distinct from a sub-bidder who submits a Bid to the Bidder. The term "Successful Bidder" means the most responsible and responsive Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the CITY of Coral Springs, a municipal corporation of the State of Florida. The term "Bid Documents" includes the Invitation to Bid, Instructions to Bidders, Special Conditions, Bid Form, Non-Collusive Affidavit, Certificate(s) of Insurance, if required, Payment and Performance Bonds, if required, Corporate Resolution, Bid Security, if required, and the proposed Contract Documents, if any, including all Addenda issued prior to receipt of Bids.

GENISIS GLOBAL LLC (dba ADVANCED PETROLEUM SYSTEMS)
CORRECT LEGAL NAME OF BIDDER:

(SIGNATURE OF BIDDER'S AUTHORIZED AGENT)

TITLE: General Manager

TYPED/PRINTED NAME OF AUTHORIZED AGENT: Percy Newland

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bid Documents must be used in preparing Bids. CITY does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. CITY, in making copies of Bid Documents available does so only for the purpose of obtaining Bids and does not confer a license or grant for any other use.

ADDRESS: 16600 NW 54 Ave UNIT 14

PHONE NO: (305) 430-8500

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER OF BIDDER: 82-1846596

I certify that this Bid acknowledgement is made without prior



BID FORM

**FUEL SYSTEMS EQUIPMENT: INSPECTION, MAINTENANCE & REPAIR SERVICES
(REBID)**

BID NO. 25-C-166F

SUBMITTED TO: City of Coral Springs
9500 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CITY to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2. Bidder accepts and hereby incorporates by reference in this Bid Form all the terms and conditions of the Invitation to Bid and Instructions to Bidders.
3. Bidder has examined the site of the project and has become fully informed concerning the local conditions, and nature and extent of work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Bidder has given the Purchasing Manager written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the Purchasing Manager is acceptable to Bidder.
5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:

**FUEL SYSTEMS EQUIPMENT:
INSPECTION, MAINTENANCE & REPAIR SERVICES**

6. Bidder will complete the work for the following price(s):

SEE NEXT PAGE

INSPECTIONS					
Item #	Description	Qty	Unit of Measure	Unit Price	Total Price
1	Monthly inspection of all Fuel Site per occurrence (13 sites, 1x per month, per a year per scope of work/technical specifications)	156	EA	\$ 400	\$ 62,400
2	Annual certification inspections of all Fuel Sites per occurrence (13 sites, 1x per year per scope of work/technical specifications)	13	EA	\$ 600	\$ 7,800
LABOR					
Item #	Description	Estimated Qty	Unit of Measure	Unit Price	Total Price
3	Standard Hourly Labor Rate for installation, repairs and maintenance of fuel systems per scope of work/technical specifications)	1500	Hour	\$ 90	\$135,000
4	Afterhours/Emergency Hourly Labor Rate for repairs and maintenance of fuel systems per scope of work/technical specifications)	500	Hour	\$ 80	\$ 45,000
ADDITIONAL SERVICES					
Item #	Description	Estimated Qty	Unit of Measure	Unit Price	Total Price
5	Petroleum Testing Fee Gasoline and Diesel Fuel per scope of work/technical specifications	500	Gallon	\$ 50	\$ 25,000
6	Contaminated Fuel Removal per scope of work/technical specifications	1,500	Gallon	\$ 2	\$ 3,000
7	Fuel Polishing Price per scope of work/technical specifications	5,000	4 Gallon	\$ 0.7	\$ 3,500
8	Contaminated Soil Removal price per scope of work/technical specifications	50	Cubic yard	\$ 270	\$ 13,500
9	Fuel Tank Cleaning price per gallon (Ex: a 10,000 gallon tank would be charged 10,000 times this rate. i.e, if the rate submitted is \$0.10/gallon the charge would be \$1,000 to clean the tank.	10,000	Gallon	\$ 1	\$10,000
10	Emergency Mitigation provide lump sum price to carry out these services as outlined in scope of work/technical specifications.	1	Lump Sum	\$ 500	\$ 500
Total Price for Line 1-10					\$ 305,700

**** The estimated usage is for comparative purposes****

Continue on next page

COST PLUS ON PARTS & ACCESSORIES For this item, the City has indicated the estimated annual expenditure for parts that are required to provide repairs services. **This estimate is not actual and shall be used to evaluate pricing.** Bidder is to indicate percentage markup (not to exceed 20%) or check “*pass through*” if no percentage is applied. Bidder shall understand that if a percentage is identified in excess of 20%, it is agreed that 20% shall be accepted and the “Bidder’s Certification Form” attests to this.

12	City’s Estimated Annual Parts Expenditure for Bid Evaluation is \$60,000.00	
	Identify percent markup from cost for parts and accessories <u>20</u> % (not to exceed 20%) OR _____ Check here if <i>pass through</i> and no percentage is applied.	
TOTAL FOR ITEM 12: Multiply the City’s estimated annual expenditure (\$60,000.00) by the percentage markup plus 2.00. <u>Example:</u> If bidder is offering 20% markup; calculation is \$60,000.00 x 1.20 = \$72,000. If bidder checks as <i>pass through</i> , amount used for bid evaluation will be \$60,000.00.		\$ <u>72,000</u>
Total Amount (Items 1 through 12)		\$ <u>377,700</u>
13	Pass Thru Allowance – Miscellaneous parts and materials, permits and equipment rental, third party testing fees and licensing as outlined in scope of work/technical specifications	\$ 30,000
Grand Total Amount (Items 1-13)		\$ <u>407,700</u>

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. <u>1</u>	Date <u>3/27/2025</u>
Addendum No. <u>2</u>	Date <u>4/1/2025</u>
Addendum No. _____	Date _____

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

9. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

10. Communications concerning this Bid shall be addressed to:

Name: Percy Newland
Address: 16600 NW 54 Ave UNIT 14
Email: newland@tryapsi.com
Telephone No.: (954) 663-3291
Fax No.: (305) 430-0735

BIDDER'S CERTIFICATION

WHEN BIDDER IS A CORPORATION, PARTNERSHIP OR FIRM

In witness whereof, the Bidder has executed this Bid Form this 8 day of April, 2025.

IVANA BUSMOVIC
Witness

[Signature]
Signature of Owner

Genis Global LLC dba Advanced Petroleum Systems
Printed Name of Corporation,
Partnership, Firm

NOELLA NEWLAND
Witness

Percy Newland
Printed Name of Owner

16600 NW 54 Ave UNIT 14
Business Address

Miami, FL 33014
City/State/Zip

(305) 430-8500
Business Phone Number

ACKNOWLEDGEMENT

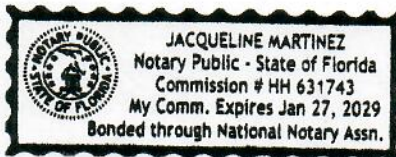
State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 8 day of APRIL, 2025, by Percy Newland (Name), general manager (Title) of Genis Global LLC dba Advanced Petroleum System (Name of Company) who is personally known to me or who has produced Petroleum System as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC

Jacqueline Martinez
(Name of Notary Public: Print, Stamp,
or type as Commissioned)



CERTIFIED RESOLUTION

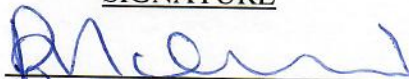
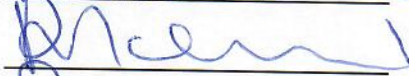

I, Percy Newland (Name), the duly elected Secretary of GENISIS GLOBAL LLC (Corporate Title), a corporation* organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Percy Newland (Name)" The duly elected CEO (Title of Officer) of Genisis Global LLC (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.


I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Percy Newland</u>	<u>CEO</u>	
<u>Percy Newland</u>	<u>Managing Member (LLC)</u>	
<u>Percy Newland</u>	<u>Member (LLC)</u>	

Given under my hand and the Seal of the said corporation this 4th day of April, 2025.

(SEAL)

By: 
Percy Newland
Secretary
CEO
Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

*The Term Corporation shall include Corporation, Company, or Partnership

NON-COLLUSIVE AFFIDAVIT

State of Florida)

)ss.

County of _____)

Percy Newland being first duly sworn, deposes and says that:

- (1) He/~~she is the~~ Owner _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

Percy Newland

(Printed Name)

General Manager

(Title)

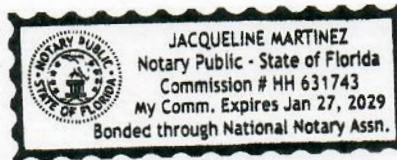
ACKNOWLEDGEMENT

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me this 8 day of APRIL
2025, by Percy Newland, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

J. Martinez
NOTARY PUBLIC



Jacqueline Martinez
(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

GENISIS GLOBAL LLC
BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER



QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
Purchasing Manager

ADDRESS: City Hall
9500 West Sample Road
Coral Springs, Florida 33065

SELECT ONE

SUBMITTED BY: Corporation

NAME Percy Newland

ADDRESS: 16600 NW 54 Ave #14

Miami, FL 33014

TELEPHONE NO. 305-430-8500

FAX NO. 305-430-0735

E-MAIL ADDRESS: newland@tryapsi.com

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: Genisis Global LLC dba Advanced Petroleum Systems

The address of the principal place of business is: 16600 NW 54 AVE, #14, MIAMI, FL 33014

GenisGlobal LLC (dba Advanced Petroleum Systems)

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: 6/17/2017 Flrida
- b. State of Incorporation: Florida
- c. President's name: Percy Newland
- d. Vice President's name: Percy Newland
- e. Secretary's name: Percy Newland
- f. Treasurer's name: Percy Newland

g. Name and address of Resident Agent:

Percy Newland
428 Plaza Real, APT 510 Boca Raton FL 33432

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

SEVEN (7)

a. Under what other former names has your organization operated?

GENISIS GLOBAL LLC acquired Advanced Petroleum Systems, Inc in 2018
Advance Petroleum Systems existed since 2000

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. **Please attach certificate of competency and/or state registration.**

8. Have you personally inspected the site of the proposed work?
(Y) _____ (N) X _____

9. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) X _____

10. Did you attend the Pre-Bid Conference if any such conference was held?
(Y) _____ (N) X _____

11. Have you ever, failed to complete any work awarded to you? If so, state when, where and why?

NO

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully. NO

13. Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

- a. List all pending lawsuits:

NONE

- b. List all lawsuits which have been completed within the past five (5) years:

NONE

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

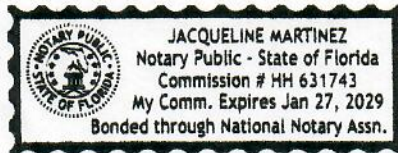
[Handwritten Signature]
Signature

State of Florida
County of _____

The foregoing instrument was acknowledged before me this 8 day of April, 2025 by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[Handwritten Signature]
NOTARY PUBLIC



Jacqueline Martinez
(Name of Notary Public: Print, Stamp, or type as Commissioned)

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (company name): Genisis Global LLC dba Advanced Petroleum Systems
Address: 16600 NW 54 Ave UNIT 14, Miami, FL 33014
Telephone No: (305) 430-8500
Contact person: Percy Newland Title: General Manager
Number of years in business: Genisis Global 7; Advanced Petroleum Systems 25 Years
Address of nearest facility: 16600 NW 54 Ave, Unit #14, Miami, FL 33014

Provide a minimum of three (3) companies or governmental agencies where the work was of similar size, scope, cost and complexity and was done in a Prime Contractor Capacity within the last five (5) years. Similar shall refer to Fuel System Equipment Inspection, Maintenance and Repairs Services.

1. Company Name: City Of Miramar Public Works Department
Address: 13900 Pemborke Road, Miramar, FL 33027
Telephone No: (954) 548-0460
Contact Person: Robert Samuel Title: Automotive Manager
Date(s) of Service: 10/1/2018 Continuous
Summary of Services Provided: Complete Fuel Station Maintenance, including Gasboy, FMU, VR.
2. Company Name: City Of Hallandale
Address: 630 N.W. 2nd Street | Hallandale Beach, FL 33009
Telephone No: (954) 457-1669
Contact Person: Charles E. Casimir | Title: Assistant Director of Public Works/Utilities
Date(s) of Service: Since 2021 continuous
Summary of Services Provided: Ten fuel sites repair and maintenance annual certification
3. Company Name: University of Miami
Address: 1535 Levante Avenue. | Coral Gables, FL 33146
Telephone No: (786) 218-4580
Contact Person: Cecil Bowen Title: Manager | Facilities & Operations
Date(s) of Service: 10/1/2018 - Continuous
Summary of Services Provided: Fuel Stations Maintenance, Fuelmaster, Veeder-Root, Gasboy
4. Company Name: Miami Shores Village Public Works
Address: 1701 NW 103rd St, Miami, FL 33147
Telephone No: (305) 525-0178
Contact Person: Juan Paulino Title: Purchasing Agent
Date(s) of Service: 10/1/2018 - Continuous
Summary of Services Provided: Complete fuel station maintenance

KEY SUBCONTRACTOR LISTING

The Bidder proposes that one (1) of the following subcontracting firms or businesses in each category will be awarded subcontracts for the following key portions of the work in the event the Contractor is awarded the Contract. If a subcontractor other than those listed is proposed for use after Award of Contract, the City reserves the right of approval prior to commencing work.

Key Subcontractor Listing to be submitted within three (3) working days of bid opening date. Omission of any of the above items may be cause for disqualification of a firm's bid.

1. **NONE**

 (Name of Subcontractor) (Address) (Phone No.)

 (Contact Person Name & Title) (Email Address)

 (Portion of Work Performed)

2. **NONE**

 (Name of Subcontractor) (Address) (Phone No.)

 (Contact Person Name & Title) (Email Address)

 (Portion of Work Performed)

3. **NONE**

 (Name of Subcontractor) (Address) (Phone No.)

 (Contact Person Name & Title) (Email Address)

 (Portion of Work Performed)

4. **NONE**

 (Name of Subcontractor) (Address) (Phone No.)

 (Contact Person Name & Title) (Email Address)

 (Portion of Work Performed)

5. **NONE**

 (Name of Subcontractor) (Address) (Phone No.)

 (Contact Person Name & Title) (Email Address)

 (Portion of Work Performed)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under 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 894, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Genisis Global LLC (dba Advanced Petroleum Systems)
BUSINESS NAME



PROVIDER'S SIGNATURE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Percy Newland, on behalf of Genisis Global LLC,
Print Name Company Name

certifies that Genisis Global LLC does not:
Company Name

1. Participate in a boycott of Israel.



Signature

General Manager

Title

4/8/2025

Date

Affidavit of Compliance with Foreign Entity & Human Trafficking Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. Entity does not use coercion for labor or services as defined in Section 787.06 Florida Statutes. (Source: 787.06(13), Florida Statutes)
10. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 4/8/2025, 20__

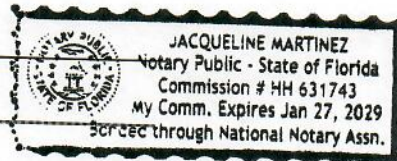
Signed: [Signature]

Entity: Genisis Global LLC

Name: Percy Newland

STATE OF Florida
COUNTY OF _____

Title: General Manager



The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 8 day of April, 2025, by Percy Newland, as general manager for Genisis Global LLC dba Advanced Petroleum System who is personally known to me or who has produced _____ as identification.

Notary Public Signature: [Signature]
Print Name: Jacqueline Martinez

State of Florida at Large (Seal)

My commission expires: Jan 27, 2029

**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 GENISIS GLOBAL (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.

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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

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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

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(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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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- 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

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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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,

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

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

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

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

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Approved by:

Employer GENISIS GLOBAL	
Name (Please Type or Print) Percy Newland	Title
Signature Electronically Signed	Date 02/19/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/19/2021

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GENISIS GLOBAL
Company Facility Address	16600 NW 54 AVE UNIT #14 MIAMI, FL 33014
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	821846596
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 1645100

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

Name Percy J Newland
Phone Number (305) 430 - 8500
Fax Number (305) 430 - 0735
Email Address newland@tryapsi.com

Name Percy J Newland
Phone Number (305) 430 - 8500
Fax Number (305) 430 - 0735
Email Address newland@tryapsi.com

Company ID Number: 1645100

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DATE: March 27, 2025

RFQ NO.: 25-C-166F

ADDENDUM NO. 1
FUEL SYSTEMS EQUIPMENT:
INSPECTION, MAINTENANCE & REPAIR SERVICES (REBID)

This addendum is being issued in response to received Request for Information:

Question: We do not provide repair services on tanks or auxiliary equipment related to the tanks such as dispensers nuzzles etc... that is why we cannot meet with the certifications you are requesting in the bid (syn tech, Veeder root and gas boys). Our proposal is to provide you in this bid solicitation (Fuel Systems Equipment: Inspection, Maintenance & Repair Services) with the services, technology, and certifications we work with, also trying to offer the city the best price possible. Please let us know if you could be interesting in this, for us would be a pleasure to work with the city of coral springs.

Answer: The awarded vendor(s) must meet all the specifications and requirements in the bid document including but not limited to Scope of Work/Technical Specifications, Section #2 Contractor Qualifications.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR BID/PROPOSAL DUE WEDNESDAY, APRIL 9, 2025 AT 2:00 P.M. EST.

Signature

Genisis Global LLC (dba Advanced Petroleum Systems)

Company

4/8/2025

Date

Nicholas Caradonna
Senior Purchasing Agent



DATE: April 1, 2025

RFQ NO.: 25-C-166F

ADDENDUM NO. 2
FUEL SYSTEMS EQUIPMENT:
INSPECTION, MAINTENANCE & REPAIR SERVICES (REBID)

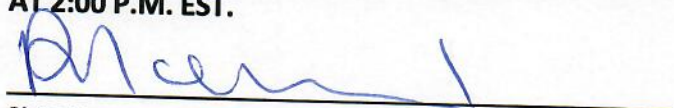
This addendum is being issued in response to received Request for Information:

- See attached revised bid form to be completed and submitted with bid response.

Question: Under "estimated quantity" for additional services, does that pertain to all of the tanks or per tank? For example, you list an estimated quantity of 5000 gallons for fuel polishing but the overall total capacity for all the tanks is 127,141 gallons. If the limit is 5000 gallons that may not cover one tank depending on the tank size. That is the same for contaminated fuel removal. If a gas tank gets water in it and the fuel phases you may need to remove more than 1500 gallons for just one tank. Also Emergency Mitigation – there is no way to predict the cost of the response if no one knows the extent of a spill / release if it occurs. Is there a recovery for 5 gallons or 500 gallons? No one knows. We understand items 1-4. We are having trouble with items 5-10 since these costs can add up quickly depending on the size of the tank and how many. Do we bid per tank or is the estimated quantity the limit that we need to stick with to cover all of your tanks?

Answer: Pricing on the bid form page is for evaluation purposes and for determining the unit price per unit of measure listed on the bid form. See Scope of Work/Technical Specifications, Section 17 – Additional Requirements.

THIS ADDENDUM SHOULD BE RETURNED WITH YOUR BID/PROPOSAL DUE WEDNESDAY, APRIL 9, 2025 AT 2:00 P.M. EST.



Signature

Genisis Globall LLC (dba Advanced Petroleum Systems)

Company

4/8/2025

Date

Nicholas Caradonna
Senior Purchasing Agent



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Filed Date 08/16/2018
Expiration Date 12/31/2028
Current Owners 1
County MIAMI-DADE
Total Pages 3
Events Filed 2
FEI/EIN Number 82-1846596

Mailing Address

16600 NW 54TH AVE
 #14
 MIAMI, FL 33014

Owner Information

GENISIS GLOBAL LLC
 16600 NW 54TH AVE, #14
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Document Images

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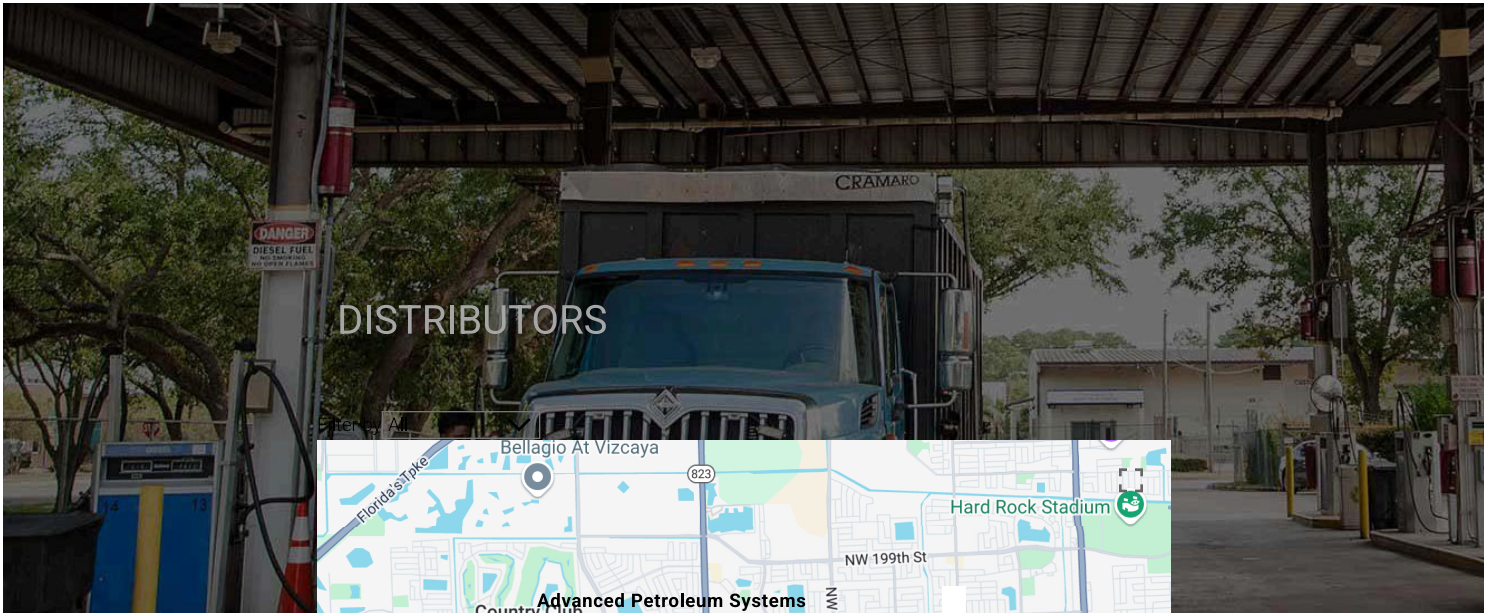
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Acterra Group	West Central	200 35th St, Marion, IA, 52302	319-377-6357 (tel:319-377-6357)	More details (http://www.acterragroup.com/)
Acterra Group	Heartland	7100 Broadway, Suite 6-RS, Denver, CO, 80221	303-6290-6881 (tel:303-6290-6881)	More details (https://www.acterragroup.com/)



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