

City of Palm Coast, Florida Agenda Item

Agenda Date: June 2, 2026

Agenda Item: G.3

Department CITYWIDE Division CITYWIDE	Amount OVER \$50K Org/Account # MULTIPLE
Subject: RESOLUTION 2026-XX APPROVING THE VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT	
Presenter: Matthew Mancill, Director of Public Works	
Attachments: 1. Resolution 2. Draft Contract	
Background: Council Priority: D. Sustainable Environment & Infrastructure The City of Palm Coast's Public Works department is seeking approval to piggyback the Volusia County ITB No. 25-B-43JS contract with Halifax Paving, Inc., for asphaltic concrete supply and placement. This item utilizes a piggyback contract, allowing the City to adopt competitively solicited agreements established by other governmental entities. This method reduces administrative burden, accelerates procurement timelines, and provides access to pre-negotiated pricing, terms, and vendor performance standards. All piggyback contracts are reviewed by the City Attorney to ensure legal sufficiency and compliance with applicable laws. When the original contract originates from an agency outside the State of Florida, the City incorporates necessary provisions to ensure conformity with Florida law and local procurement requirements. This approach maintains compliance with state purchasing standards while promoting cost efficiency and enabling staff to focus on core service delivery. The piggybacked contract will be effective from the approved date through March 7, 2028, with two additional one-year renewals. Purchases will be made on an as needed basis using budgeted funds appropriated by the City Council.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING VOLUSIA COUNTY ITB NO. 25-B-43JS PIGGYBACK CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT	

**RESOLUTION 2026-
ASPHALTIC CONCRETE SUPPLY AND PLACEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE VOLUSIA COUNTY ITB NO. 25-B-43JS CONTRACT WITH HALIFAX PAVING, INC., FOR ASPHALTIC CONCRETE SUPPLY AND PLACEMENT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Halifax Paving, Inc., has expressed a desire to provide asphaltic concrete supply and placement to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Volusia County ITB No. 25-B-43JS contract with Halifax Paving, Inc., for asphaltic concrete supply and placement.

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

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

SECTION 2. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the contract between Volusia County and Halifax Paving, Inc. for asphaltic concrete supply and placement as attached hereto and incorporated herein by reference as Exhibit "A."

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to the Piggyback Agreement for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute

amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 2nd day of June 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Draft Piggyback Contract with Halifax Paving, Inc.



City Attorney Review

Signed by: Marcus Duffy
A9058FASD9FD417



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Halifax Paving, Inc.

Bid/Contract Ref # Asphaltic Concrete Supply and Placement

Agency Name: Volusia County ITB No. 25-B-43JS

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # 2026- City Council Approval Date: _____

Contract Term End Date 3/7/2028

Renewable Y/N Y If yes # and length of renewals: Two (2) Additional, 1-year Renewals

City's Project Manager(s) Marvin Calderon

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Volusia County Agreement for Asphaltic Concrete Supply and Placement as needed.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

Vendor Name and Email Joseph Durrance joey@halifaxpaving.net



City of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Halifax Paving, Inc.
Attn: Joseph Durrance
814 Hull Road
Ormond Beach, FL 32174

RE: Engagement Letter Authorizing Piggyback

Asphaltic Concrete Supply and Placement
Contract Name

Volusia County ITB No. 25-B-43JS
Contract Reference

Dear Joseph,

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

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

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

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

Regards,

Christinne Foschaar

Christinne Foschaar
Procurement Coordinator
cfoschaar@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

HALIFAX PAVING, INC.

DocuSigned by:

By: Joseph Durrance
993565C48ADD436
(Authorized Signatory)

Print Name: Joseph Durrance

Title: CEO

Date: May 8, 2026 | 5:54 AM PDT



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

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

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

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

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

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

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

3. **Scrutinized Companies**

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

4. **Public Records.**

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

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

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

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

9. **Governing Law**

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

10. Sovereign Immunity

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

11. Taxes

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

CITY OF PALM COAST

By: _____

Print: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

DocuSigned by:
By: Joseph Durrance
993585C48AD128 Corporate Officer

Print Name: Joseph Durrance

Title: CEO

Date: May 8, 2026 | 5:54 AM PDT

In Process

FORM 7 – PUR 1355

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

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

HALIFAX PAVING, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Joseph Durrance

Title: CEO

Signature: DocuSigned by: Joseph Durrance
993585C48ADD436...

Date: May 8, 2026 | 5:54 AM PDT

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

In Process

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

In Process

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of _____ (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: _____

Signed: _____

In Process

Entity: _____

Name:

Title:

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2025, by _____.

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

INVITATION FOR BID
25-B-43JS
ASPHALTIC CONCRETE SUPPLY AND PLACEMENT

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720

In Process



RELEASE DATE: January 15, 2025

DEADLINE FOR QUESTIONS: February 6, 2025

RESPONSE DEADLINE: February 20, 2025, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/volusia>

County of Volusia
INVITATION FOR BID
Asphaltic Concrete Supply and Placement

- I. Introduction.....
- II. Special Terms and Conditions
- III. General Terms and Conditions.....
- IV. Insurance Requirements
- V. Scope of Work
- VI. Pricing Proposal
- VII. Vendor Questionnaire.....
- VIII. Definitions

In Process

Attachments:

A - Exhibit II - Insurance Requirements , 25-B-43JS

B - Federal_Contract_Provisions, Asphaltic Concrete and Placement_25-B-43JS

Invitation For Bid #25-B-43JS
 Title: Asphaltic Concrete Supply and Placement

1. Introduction

1.1. Summary

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for Contractor(s) to supply asphaltic concrete, place asphaltic concrete, and provide associated road construction services for the County of Volusia, Florida. The Master Agreement(s) resulting from this ITB may be used by all Departments on an as-needed basis. There is no guarantee of any minimum expenditure by the County.

1.2. Contact Information

Jalene Serwanski

Procurement Analyst II
 123 W Indiana Ave, Room 302
 DeLand, FL 32720-4608
 Email: jserwanski@volusia.org
 Phone: [\(386\) 626-6622](tel:(386)626-6622)

Department:
 Road and Bridge

In Process

1.3. Timeline

Release Solicitation Date	January 15, 2025
Question Submission Deadline	February 6, 2025, 11:59pm
Proposal Submission Deadline	February 20, 2025, 3:01pm
Solicitation Opening Date/Time	February 20, 2025, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Special Terms and Conditions

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

2.1. Closing Date and Pre-Solicitation Conference

A. Invitation to Bid (ITB) Closing Date Response must be received through the County's [eProcurement Portal](#) before 3:01 pm on Thursday, February 20, 2025. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

The Invitation to Bid (ITB) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Invitation to Bid (ITB) provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

2.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Invitation to Bid (ITB). (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 2.1. Total Cost; Lowest Line Item per item
 - 2.2. Delivery; See Section 4.0
 - 2.3. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. The County of Volusia shall not be listed as a reference;
 - 2.4. All technical specifications associated with this Invitation to Bid (ITB);
 - 2.5. Any other criteria that may be specific to your Invitation to Bid (ITB), not necessarily everything specified here.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all

Invitation For Bid #25-B-43JS

Title: Asphaltic Concrete Supply and Placement

products or services ordered.

2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice. By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Agreement, including any extension or renewal periods thereof, the awarded Respondent may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Agreement (i.e., the calendar day and month when the Agreement became effective) and only after the Agreement has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the Invitation to Bid (ITB) opens. The base index number for the PPI will be for the month the Invitation to Bid (ITB) opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the awarded Respondent's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2.9. Wage Price Redetermination.

When requesting a price redetermination based upon an increase in wage costs, the awarded Respondent shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price re-determination increases shall be granted only by reason of wage increases associated with the awarded Respondent's employees or subcontractors performing work or services pursuant to the Agreement.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the awarded Respondent's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The awarded Respondent must increase the pay to the employee(s) by the amount the awarded Respondent has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the awarded Respondent will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The awarded Respondent must supply written documentation of any other increase that is beyond the scope and control of the awarded Respondent. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The awarded Respondent may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the awarded Respondent bills the County at a higher price according to any price redetermination granted by the County, and the awarded Respondent fails to increase the hourly rate paid to the employee for the same period, the awarded Respondent will be considered in Agreement default and the Agreement will be immediately terminated.

2.10. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the awarded Respondent may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the awarded Respondent shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the awarded Respondent's operations in connection with the awarded Respondent's performance of the Agreement.

Invitation For Bid #25-B-43JS
 Title: Asphaltic Concrete Supply and Placement

2.11. Materials Price Redetermination

At the anniversary date of the Agreement, the awarded Respondent may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the awarded Respondent shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the awarded Respondent in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "PCU3241213241210141", as published by the Bureau of Labor Statistics.

2.12. Price Redetermination Calculation

All Price Redeterminations shall be calculated as follows:

Example: awarded Respondent indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	\$200.50
Base index PPI	-\$179.20
PPI increase dollars	\$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$)	11.9%
Unit cost of the service is	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
$\$30.00 \times 11.9\%$	\$3.57
New unit price for the product/service is ($\$100 + \3.57)	\$103.57

2.13. Expiration Upon Failure to Agree to Price Redetermination

If the County and the awarded Respondent cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the awarded Respondent's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the

County, to award any remaining tasks thereunder to the next available most responsive and responsible Respondent.

2.14. Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.
- B. Awarded Respondent may terminate this Agreement upon at least ninety (90) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to awarded Respondent within forty five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost

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of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.15. New Material

- A. Unless otherwise provided for in this specification, the awarded Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the awarded Respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the awarded Respondent shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.16. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.17. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

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2.18. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of Exhibit III, Federal Contract Provisions.

3. General Terms and Conditions

3.1. Submission of Offers.

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/volusia>, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

3.2. Respondent's Responsibility.

The Respondent, by submitting a Response, represents that:

- A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

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3.3. Execution of Offer.

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Respondent to the provisions therein. All spaces requesting information from the Respondent or asking a question of the Respondent shall be completed.

3.4. Opening.

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under [The American with Disabilities Act \(Title II\)](#), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

3.5. Public Records Law.

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1),

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Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
1. Information already known or independently developed the party in possession; or
 2. Information in the public domain through no wrongful act of the party in possession; or
 3. Information received by the party in possession from a third party who was free to disclose it; or
 4. Information regularly disclosed to third parties without restriction on disclosure; or
 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing, or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
- C. If Contractor is licensing, providing or developing software, including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and

- d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.
- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

3.7. Clarification, Correction of Entry, Minor Irregularities.

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

3.8. Revisions, Addenda, Questions & Answers.

- A. It is incumbent upon each Respondent to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question and answer section of the County's eProcurement Portal.
- B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers,

and/or solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.

- C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
- D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.
- E. Questions and exceptions shall be submitted before 11:59 pm on Thursday, February 6, 2025. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.9. Incurring Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

3.10. Disadvantaged Businesses.

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged, minority, and/or women-owned firms.

3.11. Local Preference.

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local preference ordinance. A Respondent or prime contractor which has a documented permanent location at least six (6) months prior to the Solicitation closing as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Solicitation price or quote. A Respondent which is a prime contractor and is utilizing subcontractors, and the Solicitation price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-

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five thousand dollars (\$25,000.00) from the nearest competing Solicitation price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Respondents, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Respondent, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.12. Pricing.

Unless otherwise specified prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

3.13. FOB Destination.

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

3.14. Payment Terms.

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

3.15. Unusual Costs.

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen

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by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.16. Additional Terms & Conditions.

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

3.17. Taxes.

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Exemption" from the available menu screens to see a copy of the certificates.

3.18. Discounts.

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.19. Meets/Minimum Specifications.

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

3.20. Brand Name or Equal.

If items requested by this Solicitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Respondent clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Respondent proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Respondent. The Purchasing and Contracts Division is not responsible for locating or securing any

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information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Respondent shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Respondent proposes to furnish and what the County would be binding itself to purchase by making an award.

3.21. Samples.

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

3.22. Silence of Specifications.

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.23. Change in Scope of Work/Service.

- A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

3.24. Governing Laws/Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

3.25. Assignment.

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written agreement in a form and substance specified by the County in its sole discretion; the County Manager may execute such agreement on behalf of the County. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.26. Content of Solicitation/Response.

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

3.27. Contract.

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Respondent. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

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- A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.
- B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.28. Disclosure of Response Content.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.29. Limitation of Liability/Indemnification.

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

3.30. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by their Subcontractor(s) for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

3.31. Infringement Claim.

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.32. Sovereign Immunity.

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.33. Compliance with Federal E-Verify Regulations.

Contractor covenants and agrees to the following provisions, as required by law:

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors)

on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

3.34. Public Entity Crimes.

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

3.35. Patents, Copyright, and Royalties.

The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.36. Use of County Logo.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

3.37. Training.

Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Invitation to Bid (ITB).

3.38. Acceptance.

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

3.39. Safety Warranty.

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

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3.40. Safety.

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.41. Warranty.

The Respondent agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

3.42. Award of Solicitation.

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the lowest/most responsive and responsible Response(s), as detailed in this solicitation. The County is therefore not bound to accept a Response based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Solicitation, to reject any/all Responses, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when Responses exceed budget and the County must change the Solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the Solicitation.

3.43. Other Agencies.

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

3.44. County Facilities.

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

3.45. Licenses, Certificates, and Permits.

- A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. If applicable, the Respondent shall have a current professional registration certificate from the appropriate governing board. The Respondent must be properly registered at the time of its submittal to practice their profession in the State of Florida.
- E. At time of Solicitation submittal, Respondent shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Respondent proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.46. Records & Right to Audit.

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the

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requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.47. Claim Notice.

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.48. Waiver of Claims.

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

3.49. Compliance with Laws and Regulations.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

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3.50. For Internet/Web Services.

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.1 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA (“Enforcement Agency”) notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor’s failure to comply with the ADA or WCAG 2.1 AA, for online or internet Services or products.

3.51. Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

3.52. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

3.53. Modifications Due to Public Welfare or Change in Law.

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as

referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

3.54. Right to Require Performance.

- A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.55. Force Majeure.

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

3.56. Contractor's Personnel.

During the performance of the Agreement, the Contractor agrees to the following:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the

course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

- I. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

3.57. County/Contractor Relationship.

- A. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
- B. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
- D. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

3.58. Disqualification of Respondents.

- A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the work involved, all Responses submitted from such Respondent will be rejected.

- B. **Collusion among Respondents:** If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

3.59. Debarment: Purpose and Intent.

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to debarment may be found at: <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.60. For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

3.61. Dispute Resolution.

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.

- D. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney’s fees for mediation or arbitration of an issue arising under this Agreement.

- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

3.62. Authorized Signatory.

Respondent acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized

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Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

3.63. Acknowledgement of Solicitation Tabulation.

All responses accepted by the County of Volusia are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the respondent(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting

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Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers’ Compensation.

Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440, Florida Statutes, Workers’ Compensation Insurance) and include Employers’ Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a “leased employee” or an employee obtained through a professional employer organization (“PEO”), Contractor is required to have such employees covered by worker’s compensation

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insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party

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as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.12. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to

the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.13. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual

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obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement, but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.14. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

5. **Scope of Work**

5.1. PURPOSE

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids for Contractor(s) to supply asphaltic concrete, place asphaltic concrete, and provide associated road construction services for the County of Volusia, Florida. The Master Agreement(s) resulting from this ITB may be used by all Departments on an as-needed basis. There is no guarantee of any minimum expenditure by the County.

5.2. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. The work performed under this Contract and all materials used shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and

- Bridge Construction, Division II and III, and the Standard Plans for Road Construction, latest editions.
2. Supplied Type SP-9.5 and Type SP-12.5 asphaltic concrete for pickup and delivery shall be in accordance with FDOT Standard Specification for Road and Bridge Construction, latest edition, Section 320 HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330 HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS. Orders to pick up material will be placed by county official, weekdays by 4:00 p.m. for pick up the following business day. Orders to deliver material will be placed by a county official 48 hours in advance for delivery to a designated location within Volusia County. The Contractor shall issue a ticket showing the date, ticket number, material type, and weight of material when the County receives the order. For material being picked up, the county truck number shall be included on the ticket and the county's truck driver shall be required to sign the ticket for each load as this signed ticket must be submitted with the Contractor's invoice. Pricing for delivered asphaltic concrete is per ton and FOB Destination.
 3. Placed asphaltic concrete Types SP-9.5, SP-12.5, FC-9.5 with 76-22 modified polymer, and FC-12.5 with 76-22 modified polymer shall meet all specifications within FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS, Section 334 SUPERPAVE ASPHALT CONCRETE, Section 337 ASPHALT CONCRETE FRICTION COURSE, and include, but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction and application procedures necessary for all plant-mixed hot bituminous pavements and bases. Pricing for placed asphaltic concrete is per ton.
 4. A tack coat shall be installed prior to the installation of the new asphaltic concrete. The tack coat surface shall be kept free of traffic until the asphalt has been placed. The Contractor shall ensure that the tack coat is only applied to an area that will receive the asphalt layer within the same day's operation. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the county's project manager. The tack coat shall be placed in accordance with the FDOT Standard Specification for Road and Bridge Construction, Section 300 PRIME AND TACK COATS. The cost for tack coat shall be included in the price for placing new asphaltic concrete.
 5. Milling shall conform to the FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 327 MILLING OF EXISTING ASPHALT PAVEMENT. Milling operations shall include, but is not limited to materials, labor,

- equipment, traffic control, striping, placement of signs, sodding, erosion and sedimentation control, and any construction and application procedures necessary to remove existing asphalt pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb before resurfacing, or to remove existing pavement altogether. The hauling of millings and their ownership shall be the responsibility of the Contractor. Pricing for milling existing surfaces is per square yard (SY).
6. Striping and pavement markings provided shall include, but is not limited to materials, labor, equipment, traffic control, placement of signs and any construction and application procedures required for the placement of striping/pavement markings. This work includes temporary and permanent reflective paint, thermoplastic, and reflective pavement markings. Contractor shall complete temporary paint striping application immediately after paving completion. All work and material shall conform to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Section 710 PAINTED PAVEMENT MARKINGS, and Section 711 THERMOPLASTIC PAVEMENT MARKINGS. Coordination for the striping with the pavement maintenance shall be the responsibility of the Contractor. Pricing for pavement markings is per linear feet (LF) or each (EA) as indicated on the pricing sheet included in the solicitation.
 7. Any material not meeting the specifications limits shall be removed and replaced as determined by the county's project manager at the Contractor's expense. The county may elect to provide an inspector in the plant during production and/or obtain bulk samples in the field.
 8. All roadways to be resurfaced shall have the vegetation from the edge of pavement cut back and removed prior to placement of the new asphaltic concrete. The area shall include any vegetation existing on the surface of the pavement and shall extend six (6) inches past the edge of the pavement. It shall be the responsibility of the Contractor to remove any excess materials created by this operation. Any damage as resulting from excessive removal of these materials shall be repaired promptly by the Contractor.
 9. Contractor shall provide pricing for the delivery of screened sand at a designated location within Volusia County to be used for paving operations. Deliveries shall have the load weight verified at the FOB Origin with required load ticket submitted to the county's project manager or designee that indicates the date, ticket number, material type, and weight of material when the County receives the order. Pricing for delivered screened sand is per ton and FOB Origin.

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6. Pricing Proposal

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON		
2	SP-12.5 asphaltic concrete for pick up	1	TON		

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON		
2	SP-12.5 asphaltic concrete delivered	1	TON		

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON		
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON		
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON		
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON		
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON		
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON		
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON		

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY		
2	Milling>=5,000 SY	1	SY		

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF		
2	12" yellow or white pavement markings - painted	1	LF		
3	18" yellow or white pavement markings - painted	1	LF		
4	24" yellow or white pavement markings - painted	1	LF		
5	Pavement message - painted	1	EA		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	Arrow - painted	1	EA		
7	6" yellow or white pavement markings - thermoplastic	1	LF		
8	12" yellow or white pavement markings - thermoplastic	1	LF		
9	18" yellow or white pavement markings - thermoplastic	1	LF		
10	24" yellow or white pavement markings - thermoplastic	1	LF		
11	Pavement message - thermoplastic	1	EA		
12	Arrow - thermoplastic	1	EA		

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON		

7. Vendor Questionnaire

7.1. Acknowledgements

7.1.1. Acknowledgment*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract,

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Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

- Yes
 No

*Response required

7.1.2. *Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

- Yes
 No

*Response required

7.1.3. *By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

- Yes
 No

*Response required

7.1.4. *Registration on SAM.gov**

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

- Yes

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No

*Response required

7.1.5. Insurance Acknowledgement*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

No

*Response required

7.1.6. Drug-Free Workplace*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes

No

*Response required

7.1.7. Name and Title of Authorized Agent of the Respondent*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

7.1.8. Conflict of Interest*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

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Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

- Yes
 No

*Response required

When equals "Yes"

*7.1.9. Enter explanation of the conflict of interest as indicated above. **

*Response required

*7.1.10. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?**

- Yes
 No

*Response required

When equals "Yes"

*7.1.11. If you indicated YES to Volusia County board/committee question above...**

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

In Process

7.2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

*7.2.1. By checking yes, the Respondent agrees to comply with the submittal bond requirements as described in this section above.**

- Yes
 No

*Response required

7.3. Public Entity Crime

*7.3.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

- Yes
 No

*Response required

7.4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

7.4.1. *Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- Yes
 No

*Response required

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

When equals "No"

*7.4.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

*Response required

7.5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

*7.5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' **

Yes

No

*Response required

7.6. Forms/Documentation

*7.6.1. Bid Submittal Form **

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

*Response required

7.6.2. Memorandum of Authority

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*7.6.3. W-9**

Please attach current W-9 Form

*Response required

*7.6.4. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

7.6.5. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

*7.6.6. Professional Certification/Licenses**

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

*Response required

*7.6.7. Florida Department of State, Division of Corporations' Detail by Entity Name Report **

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

*Response required

7.6.8. Certification Affidavit by Prime Contractor as Local Business*

Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

No

In Process

*Response required

7.6.9. Certification Affidavit of Subcontractor as Local Business *

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

No

*Response required

7.6.10. Prohibition Against Contingent Fees*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

*Response required

7.6.11. *Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Volusia Human Trafficking A...](#)

*Response required

7.7. [Additional Information](#)

7.7.1. *Delivery and/or availability**

Please provide your delivery and/or availability timeframe:

*Response required

7.7.2. *Do you accept electronic funds transfer (EFT)? **

- Yes
- No

*Response required

When equals "Yes"

7.7.3. *If YES to EFT question above, provide percentage: **

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

*Response required

7.7.4. *Payment Terms **

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

*Response required

7.7.5. *Where is the location of the Contractor's Asphalt Plant?**

*Response required

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

7.7.6. Please submit your total number of employees. *

*Response required

7.7.7. Are you a sole proprietor? *

- Yes
- No

*Response required

7.7.8. Fuel Redetermination *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.9. Which fuel type does your firm use primarily: *

- diesel fuel
- gasoline
- other

*Response required

7.7.10. Wage Redetermination *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.11. Materials Redetermination *

The following information is required in order to be considered for a future price redetermination for materials.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

7.7.12. *References* *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

*Response required

8. **Definitions**

As used in this document, the following terms shall have the meanings set forth below:

8.1. Agreement:

Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

8.2. Agreement Administrator:

The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

8.3. Constitutional Officers:

Shall mean, collectively, the Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector.

Invitation For Bid #25-B-43JS
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8.4. Contractor:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

8.5. Contractor's Project Manager:

The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

8.6. County:

Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

8.7. County's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

8.8. Day:

The word "day" means each calendar day or accumulation of calendar days.

8.9. Director:

The Director of Purchasing and Contracts for the County of Volusia, Florida.

8.10. Master Agreement:

The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

8.11. Person or Persons:

An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

8.12. Preference:

The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

8.13. Protest:

See process at www.volusia.org/purchasing.

Invitation For Bid #25-B-43JS
Title: Asphaltic Concrete Supply and Placement

8.14. Purchase Order:

The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

8.15. Respondent:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation.

8.16. Response:

A Contractor's offer to the County in response to an invitation to the Solicitation issued by a purchasing authority.

8.17. Solicitation:

This document used to obtain bids or proposals for the purpose of entering into a Contract for certain goods and/or services from the Respondent.

8.18. Subcontractor:

A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.



COUNTY OF VOLUSIA, FLORIDA

TERMS AND CONDITIONS: ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE

RECOMMENDATION OF AWARD

SOLICITATION NUMBER: 25-B-43JS
SOLICITATION TITLE: ASPHALTIC CONCRETE SUPPLY AND PLACEMENT
SOLICITATION CLOSING DATE: February 20, 2025 TIME: 3:00PM

<p>RESPONSE 1 HALIFAX PAVING, INC. 870 Hull Road Ormond Beach, FL 32174 Tyler Kirton EMAIL: estimating@halifaxpaving.et</p>	<p>RESPONSE 2 ICON CONSTRUCTION ENTERPRISE LLC D/B/A ASPHALT ICONS 1293 N County Rd 426, Suite 117 Oviedo, FL 32765 Kyle Schwinden EMAIL: Kyle@asphalticons.com</p>	<p>RESPONSE 3 MASCI GENERAL CONTRACTOR, INC. 5742 S Ridgewood Avenue Port Orange, FL 32127 Heather Knight EMAIL: masciestimate@mascigc.com</p>
<p>RESPONSE 4 P&S PAVING, INC. 3701 Olson Drive Daytona Beach, FL 32124 Wende Lee EMAIL: wlee@pandspavinginc.com</p>	<p>RESPONSE 5 SPARKS CONCRETE LLC 3060 Steel Rail Drive Bunnell, FL 32110 Billy Sparks EMAIL: sparksconcrete@cfl.rr.com</p>	

Opened by: **Jalene Serwanski**

Witnessed by: **Heidi Ott**

Tabulated by: **Jalene Serwanski**

Date Posted: February 27, 2025

Award Date: March 6, 2025

Award will be effective five (5) business days after the posting date

Recommendation of Award (ROA): Halifax Paving, Inc., Icon Construction Enterprise LLC d/b/a Asphalt Icons, Masci General Contractor, Inc.,

P&S Paving, inc., Sparks Concrete, LLC

Approved by: *Pamela Wilsky*
Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing and Contract



County of Volusia
Purchasing and Contracts

Pam Wilsky, Director
 123 W. Indiana Ave., DeLand, FL 32720

BID TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Wednesday, February 26, 2025

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$112.20	\$98.23	\$120.00	\$110.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$112.20	\$97.54	\$115.00	\$110.00

ASPHALTIC CONCRETE - DELIVERED				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$250.00	\$128.71	\$147.00	\$130.00

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - DELIVERED				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$250.00	\$127.92	\$142.00	\$130.00

In Process

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$250.00	\$312.77	\$171.00	\$205.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$195.00	\$122.51	\$160.00	\$155.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$250.00	\$311.12	\$164.00	\$205.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$195.00	\$120.83	\$152.00	\$155.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$312.00	\$355.97	\$209.00	\$215.00
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$275.00	\$134.98	\$200.00	\$190.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$315.00	\$354.08	\$207.00	\$215.00

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$280.00	\$133.83	\$194.00	\$190.00	

MILLING OF EXISTING SURFACES					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	Milling<5,000 SY	1	SY	\$10.00	\$5.80	\$11.94	\$7.70	\$5.00	
2	Milling>=5,000 SY	1	SY	\$5.00	\$4.50	\$4.52	\$5.20	\$3.00	

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

PAVEMENT MARKINGS					Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$0.70	\$4.20	\$0.90	\$0.80	
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$1.32	\$10.50	\$3.10	\$1.50	
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$1.62	\$14.70	\$3.90	\$1.50	
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$2.39	\$21.00	\$7.30	\$2.00	
5	Pavement message - painted	1	EA	\$125.00	\$40.00	\$315.00	\$139.00	\$125.00	
6	Arrow - painted	1	EA	\$115.00	\$39.00	\$210.00	\$127.00	\$75.00	
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$6.00	\$10.50	\$2.40	\$1.75	
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.00	\$21.00	\$8.50	\$3.00	
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$9.00	\$31.50	\$12.00	\$4.25	
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$14.00	\$42.00	\$16.90	\$5.75	
11	Pavement message - thermoplastic	1	EA	\$250.00	\$95.00	\$735.00	\$271.00	\$500.00	
12	Arrow - thermoplastic	1	EA	\$200.00	\$95.00	\$420.00	\$211.00	\$125.00	

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement

EVALUATION TABULATION

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

MISCELLANEOUS				Halifax Paving, Inc.	Icon Construction Enterprise LLC D/B/A Asphalt Icons	Masci General Contractor, Inc.	P & S Paving, Inc.	Sparks Concrete LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Sand, screened, delivered	1	TON	\$30.00	\$90.00	\$37.82	\$29.00	\$75.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION

Invitation For Bid - Asphaltic Concrete Supply and Placement



County of Volusia
Purchasing and Contracts
Pam Wilsky, Director
123 W. Indiana Ave., DeLand, FL 32720

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

RESPONSE DEADLINE: February 20, 2025 at 3:01 pm

Report Generated: Thursday, February 20, 2025

In Process
Halifax Paving, Inc. Response

CONTACT INFORMATION

Company:

Halifax Paving, Inc.

Email:

estimating@halifaxpaving.net

Contact:

Tyler Kirton

Address:

870 Hull Road
Ormond Beach, FL 32174

Phone:

N/A

Website:

halifaxpaving.net

Submission Date:

Feb 20, 2025 1:18 PM (Eastern Time)

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 20, 2025 12:27 PM by Tyler Kirton

QUESTIONNAIRE

In Process

1. Acknowledgements

ACKNOWLEDGMENT*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

REGISTRATION ON SAM.GOV*

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Yes

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

Joseph L. Durrance, Vice-President

CONFLICT OF INTEREST*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY VOLUSIA COUNTY BOARD(S) OR COMMITTEE(S)?*

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

BY CHECKING YES, THE RESPONDENT AGREES TO COMPLY WITH THE SUBMITTAL BOND REQUIREMENTS AS DESCRIBED IN THIS SECTION ABOVE.*

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Yes

6. Forms/Documentation

BID SUBMITTAL FORM *

Please download the below documents, complete, and upload.

- [Volusia Bid Submittal Form.pdf](#)

Bid_Submittal_Form.pdf

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

HPI_Sunbiz.pdf

W-9*

Please attach current W-9 Form

W-9.pdf

In Process

PROOF OF INSURANCE *

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

HPI_Insurance.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

Hold_Harmless.pdf

PROFESSIONAL CERTIFICATION/LICENSES*

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

HPI_GC_License.pdf

FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' DETAIL BY ENTITY NAME REPORT *
Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

HPI_Sunbiz.pdf

CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS*
Certification Affidavit by Prime Contractor as Local Business

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

CERTIFICATION AFFIDAVIT OF SUBCONTRACTOR AS LOCAL BUSINESS *

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

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Asphaltic Concrete Supply and Placement

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

<https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes

PROHIBITION AGAINST CONTINGENT FEES*

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

Prohibition.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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- [Volusia Human Trafficking A...](#)

Human_Trafficking.pdf

7. Additional Information

DELIVERY AND/OR AVAILABILITY*

Please provide your delivery and/or availability timeframe:

72 Hours

In Process

DO YOU ACCEPT ELECTRONIC FUNDS TRANSFER (EFT)? *

Yes

IF YES TO EFT QUESTION ABOVE, PROVIDE PERCENTAGE: *

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

0

PAYMENT TERMS *

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

No

WHERE IS THE LOCATION OF THE CONTRACTOR'S ASPHALT PLANT?*

Ormond Beach, FL

PLEASE SUBMIT YOUR TOTAL NUMBER OF EMPLOYEES. *

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
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Asphaltic Concrete Supply and Placement

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ARE YOU A SOLE PROPRIETOR? *

No

FUEL REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

30

WHICH FUEL TYPE DOES YOUR FIRM USE PRIMARILY: *

diesel fuel

WAGE REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
ITB No. 25-B-43JS
Asphaltic Concrete Supply and Placement

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MATERIALS REDETERMINATION *

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

60

REFERENCES *

Please download the below documents, complete, and upload.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

- [References Form\(492427\).pdf](#)

References.pdf

PRICE TABLES

ASPHALTIC CONCRETE SUPPLY - PICK UP BY COUNTY

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$98.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$95.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$118.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$200.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$150.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$175.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$145.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT
 ITB No. 25-B-43JS
 Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$165.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$155.00

In Process
MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$10.00	\$10.00
2	Milling>=5,000 SY	1	SY	\$5.00	\$5.00

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$85.00
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$2.75
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$3.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$6.50

[HALIFAX PAVING, INC.] RESPONSE DOCUMENT REPORT

ITB No. 25-B-43JS

Asphaltic Concrete Supply and Placement

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Pavement message - painted	1	EA	\$125.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$115.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$2.50
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.25
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$16.00
11	Pavement message - thermoplastic	1	EA	\$250.00	\$250.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$200.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$30.00	\$30.00

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] HALIFAX PAVING, INC. has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.


I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types of Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

In Process

x 

Signature / Authorized Signatory

JOSEPH L. DURRANCE

Printed Name

VICE - PRESIDENT 2-20-25

Title Date

HALIFAX PAVING, INC.

Company Name

870 Hull Road Oremont Beach, FL 32174

Full Address

386-676-0200 386-676-0803 ESTIMATING@HALIFAXPAVING.NET

Telephone Fax E-mail Address

006855431 59-1233559

Dun & Bradstreet # Federal I.D. #



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

Detail by Entity Name

Florida Profit Corporation
 HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	59-1233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

870 HULL ROAD
 ORMOND BEACH, FL 32174

In Process

Changed: 04/04/2024

Mailing Address

P O BOX 730549
ORMOND BCH, FL 32173

Changed: 03/11/1997

Registered Agent Name & Address

DURRANCE, THOMAS A
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Name Changed: 10/25/2011

Address Changed: 02/05/2020

Officer/Director Detail

Name & Address

Title D

CONROY, IRENE
24615 Alligator Road
Astor, FL 32102

Title Director, Asst. Secretary, Asst. Treasurer

In Process

Detail by Entity Name

In Process

2/3/25, 3:03 PM

DURRANCE, LEONARD CMR
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

DURRANCE, JOSEPH LEONARD
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title PD

DURRANCE, THOMAS AMR.
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Title D

DURRANCE, JO LYNN MRS.
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title Secretary, Treasurer

DURRANCE, AMANDA L
1247 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

BLAIR, STEVEN
2511 LIPIZZAN TRAIL
ORMOND BEACH, FL 32174

Title COO

NOWAK, WILLIAM R
513 CEDAR ARBOR CT
ST. AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2022	02/03/2022
2023	01/30/2023
2024	04/04/2024

Document Images

04/04/2024 -- ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
02/03/2022 -- ANNUAL REPORT	View image in PDF format
02/15/2021 -- ANNUAL REPORT	View image in PDF format
02/05/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
02/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format

Detail by Entity Name

03/24/2015 -- ANNUAL REPORT	View image in PDF format
09/17/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
09/23/2005 -- Amendment	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
02/11/2003 -- ANNUAL REPORT	View image in PDF format
01/04/2002 -- ANNUAL REPORT	View image in PDF format
01/08/2001 -- ANNUAL REPORT	View image in PDF format
03/23/2000 -- ANNUAL REPORT	View image in PDF format
02/25/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
03/11/1997 -- ANNUAL REPORT	View image in PDF format
03/11/1996 -- ANNUAL REPORT	View image in PDF format
06/12/1995 -- ANNUAL REPORT	View image in PDF format

2/3/25, 3:03 PM

Detail by Entity Name

Florida Department of State, Division of Corporations

In Process

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
HALIFAX PAVING, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
 Individual/sole proprietor C corporation S corporation Partnership Trust/estate
 LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

5 Address (number, street, and apt. or suite no.). See instructions.
870 HOLL ROAD

6 City, state, and ZIP code
DEMOND BEACH, FL 32174

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	1	2	3	3	5	5	9
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date *2-20-25*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 3520 Thomasville Rd., Ste. 500 Tallahassee FL 32309	CONTACT NAME: Tina Graham PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065 E-MAIL ADDRESS: Tina.Graham@bbrown.com																					
INSURED Halifax Paving, Inc. PO Box 730549 Ormond Beach FL 32173	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Travelers Indemnity Company of America</td> <td></td> <td>25666</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Company</td> <td></td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Company of America</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER D: Bridgefield Employers Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER E: Travelers Excess and Surplus Lines Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: The Travelers Indemnity Company of America		25666	INSURER B: The Phoenix Insurance Company		25623	INSURER C: Travelers Property Casualty Company of America		25674	INSURER D: Bridgefield Employers Insurance Company			INSURER E: Travelers Excess and Surplus Lines Company			INSURER F:		
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INSURER E: Travelers Excess and Surplus Lines Company																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	DT-CO-5N643358-TIA-24	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> XCU Hazards						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	810-5N572459-24-26-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PIP-Basic	\$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP-5N646348-24-26	07/01/2024	07/01/2025	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	0196-60818	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Equipment Floater			630-7W685403	07/01/2024	07/01/2025	Rented/Leased Equip	\$650,000
							Deductible	\$5,000

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

Blanket Additional Insured applies to the General Liability per Policy Form No. CG D6 04 02 19. Blanket Waiver of Subrogation applies to the General Liability per Policy Form No. CG D3 16 02 19. 90 Primary & Non-Contributory applies per Policy Form CG T1. Day Notice of Cancellation exists on the General Liability per Policy Form IL T 3 20 09 97. Additional Insured and Waiver of Subrogation applies to Auto Liability per Policy Form No. per Policy Form No. CA F 2 19 08 17. Primary/Non-Contributory applies to the Auto Liability per Policy Form CA T4 74 08 17. 90 Day Notice of Cancellation exists on the Auto Liability per Policy Form IL T3 2 0 099 7. Umbrella applies per Policy Form EU00 01. 90 Day Notice of Cancellation exists on the Umbrella Liability per Policy Form IL T 3 20 09. Blanket Waiver of Subrogation applies to the Work Comp per Policy Form WC 00 03.

CERTIFICATE HOLDER Halifax Paving, Inc. PO Box 730549 Ormond Beach FL 32173-0549	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Owner: _____ (print name) _____

(signature)

Employee 1: _____ (print name) _____

(signature)

Employee 2: _____ (print name) _____

(signature)

Employee 3: _____ (print name) _____

(signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

DURRANCE, THOMAS AUSTIN

HALIFAX PAVING INC
814 HULL RD
ORMOND BEACH FL 32174

LICENSE NUMBER: CGC1510308

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/07/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



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

Detail by Entity Name

Florida Profit Corporation
 HALIFAX PAVING, INC.

Filing Information

Document Number	325859
FEI/EIN Number	59-1233559
Date Filed	01/31/1968
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/23/2005
Event Effective Date	NONE

Principal Address

870 HULL ROAD
 ORMOND BEACH, FL 32174

In Process

Changed: 04/04/2024

Mailing Address

P O BOX 730549
ORMOND BCH, FL 32173

Changed: 03/11/1997

Registered Agent Name & Address

DURRANCE, THOMAS A
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Name Changed: 10/25/2011

Address Changed: 02/05/2020

Officer/Director Detail

Name & Address

Title D

CONROY, IRENE
24615 Alligator Road
Astor, FL 32102

Title Director, Asst. Secretary, Asst. Treasurer

In Process

Detail by Entity Name

In Process

2/3/25, 3:03 PM

DURRANCE, LEONARD CMR
1249 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

DURRANCE, JOSEPH LEONARD
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title PD

DURRANCE, THOMAS AMR.
2045 JOHN ANDERSON DRIVE
ORMOND BEACH, FL 32176

Title D

DURRANCE, JO LYNN MRS.
471 AIRPORT ROAD
ORMOND BEACH, FL 32174

Title Secretary, Treasurer

DURRANCE, AMANDA L
1247 WOODLAND TRAIL
ORMOND BEACH, FL 32174

Title VP

BLAIR, STEVEN
2511 LIPIZZAN TRAIL
ORMOND BEACH, FL 32174

Title COO

NOWAK, WILLIAM R
513 CEDAR ARBOR CT
ST. AUGUSTINE, FL 32084

Annual Reports

Report Year	Filed Date
2022	02/03/2022
2023	01/30/2023
2024	04/04/2024

Document Images

04/04/2024 -- ANNUAL REPORT	View image in PDF format
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02/05/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
03/05/2018 -- ANNUAL REPORT	View image in PDF format
02/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format

Detail by Entity Name

03/24/2015 -- ANNUAL REPORT	View image in PDF format
09/17/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
10/25/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/03/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
09/23/2005 -- Amendment	View image in PDF format
01/14/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
02/11/2003 -- ANNUAL REPORT	View image in PDF format
01/04/2002 -- ANNUAL REPORT	View image in PDF format
01/08/2001 -- ANNUAL REPORT	View image in PDF format
03/23/2000 -- ANNUAL REPORT	View image in PDF format
02/25/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
03/11/1997 -- ANNUAL REPORT	View image in PDF format
03/11/1996 -- ANNUAL REPORT	View image in PDF format
06/12/1995 -- ANNUAL REPORT	View image in PDF format

2/3/25, 3:03 PM

Detail by Entity Name

Florida Department of State, Division of Corporations

In Process

PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, HALIFAX PAVING, INC., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By [Signature]
(Signature)

Date 2-20-25

By JOSEPH L. DURRANCE, VICE-PRESIDENT
Corporate Officer Name & Title

STATE OF FLORIDA
COUNTY OF VOLUSIA

In Process

Sworn to/affirmed and subscribed before me this 20TH day of FEBRUARY, 2025, by JOSEPH L. DURRANCE, who is personally known to me or who has produced as identification.

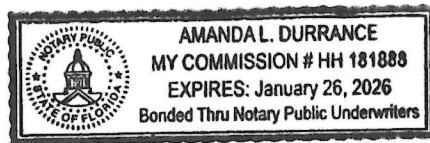
Amanda L. Durrance
NOTARY PUBLIC – STATE OF FLORIDA

Type or print name:
AMANDA L. DURRANCE

Commission No.: HH181888

Commission Expires: 01/26/2026

(Seal)



Contractor Name:
Solicitation Number:

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: HALIFAX PAVING, INC. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.


Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services.** Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

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

Printed Name: JOSEPH L. DURRANCE Title: VICE-PRESIDENT

Signature:  Date: 2-20-25

REFERENCES

Agency #1	NEWKIRK ENGINEERING	
Address	1230 US-1, SUITE 3	
City, State, ZIP	OZAMOND BEACH, FL 32174	
Contact Person	BRADLEY BAUKNECHT	
E-mail	BRADIS@NEWKIRK-ENGINEERING.COM	Phone: 386-872-7794
Date(s) of Service	ONGOING	
Type of Service	FDOT ROADWAY PAVING PROJECTS	
Comments:		
Agency #2	TIZES III, LLC	
Address	150 THIRD STREET SW, SUITE 208	
City, State, ZIP	WINTER HAVEN, FL 33880	
Contact Person	JAMES FORD	
E-mail	JIM@TIZES3LLC.COM	Phone: 630-846-7436
Date(s) of Service	ONGOING	
Type of Service	SITWORK / ASPHALT PAVING	
Comments:		
Agency #3	ROBINS & MORTON	
Address	423 S. KELLER ROAD, #200	
City, State, ZIP	ORLANDO, FL 32810	
Contact Person	JON WALKER	
E-mail	JWALKER@ROBINSMORTON.COM	Phone: 678-697-0613
Date(s) of Service	ONGOING	
Type of Service	SITWORK / ASPHALT PAVING	
Comments:		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete for pick up	1	TON	\$98.00	\$98.00
2	SP-12.5 asphaltic concrete for pick up	1	TON	\$95.00	\$95.00

ASPHALTIC CONCRETE - DELIVERED

Pricing for delivered asphaltic concrete is per ton and FOB Destination.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete delivered	1	TON	\$118.00	\$118.00
2	SP-12.5 asphaltic concrete delivered	1	TON	\$115.00	\$115.00

ASPHALTIC CONCRETE - PLACED BY CONTRACTOR

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	SP-9.5 asphaltic concrete placed < 500 tons	1	TON	\$200.00	\$200.00
2	SP-9.5 asphaltic concrete placed >= 500 tons	1	TON	\$150.00	\$150.00
3	SP-12.5 asphaltic concrete placed < 500 tons	1	TON	\$175.00	\$175.00
4	SP-12.5 asphaltic concrete placed >= 500 tons	1	TON	\$145.00	\$145.00
5	FC-9.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
6	FC-9.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$165.00	\$165.00
6	FC-12.5 asphaltic concrete w/ 76-22 placed < 500 tons	1	TON	\$200.00	\$200.00
7	FC-12.5 asphaltic concrete w/ 76-22 placed >= 500 tons	1	TON	\$155.00	\$155.00

MILLING OF EXISTING SURFACES

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Milling<5,000 SY	1	SY	\$10.00	\$10.00
2	Milling>=5,000 SY	1	SY	\$5.00	\$5.00

PAVEMENT MARKINGS

pricing to include but not limited to materials, labor, equipment, traffic control, placement of signs, and any construction procedures

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	6" yellow or white pavement markings - painted	1	LF	\$85.00	\$85.00
2	12" yellow or white pavement markings - painted	1	LF	\$2.75	\$2.75
3	18" yellow or white pavement markings - painted	1	LF	\$3.50	\$3.50
4	24" yellow or white pavement markings - painted	1	LF	\$6.50	\$6.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
5	Pavement message - painted	1	EA	\$125.00	\$125.00
6	Arrow - painted	1	EA	\$115.00	\$115.00
7	6" yellow or white pavement markings - thermoplastic	1	LF	\$2.50	\$2.50
8	12" yellow or white pavement markings - thermoplastic	1	LF	\$7.25	\$7.25
9	18" yellow or white pavement markings - thermoplastic	1	LF	\$12.00	\$12.00
10	24" yellow or white pavement markings - thermoplastic	1	LF	\$16.00	\$16.00
11	Pavement message - thermoplastic	1	EA	\$250.00	\$250.00
12	Arrow - thermoplastic	1	EA	\$200.00	\$200.00

MISCELLANEOUS

Pricing for delivered screened sand is per ton and FOB Origin.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sand, screened, delivered	1	TON	\$30.00	\$30.00

In Process

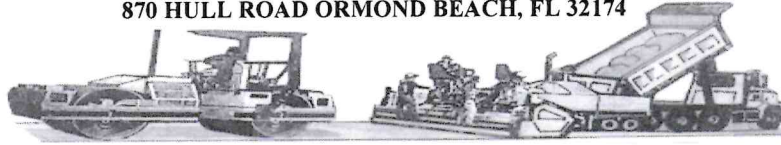


Halifax Paving, Inc.

Email;
estimating@halifaxpaving.net

P.O. BOX 730549 ORMOND BEACH, FL 32173-0549
870 HULL ROAD ORMOND BEACH, FL 32174

PHONE 386-676-0200
FAX 386-676-0803



Since 1955

CONTRACTOR E-VERIFY AFFIDAVIT


Project Name: City of Palm Coast - Asphaltic Concrete Supply and Placement
Agency Name - Bid /Contract Ref # - Volusia County ITB No. 25-B-43JS
Contract Type: Piggyback

Name of Vendor/Subcontractor: Halifax Paving, Inc.
EEV/E-Verify Company Identification Number: 38801
Date of Authorization: 01-16-07

I hereby certify that Halifax Paving, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Halifax Paving, Inc. proof of registration in the E-Verify system is attached to this Affidavit.



Print Name : Joseph Durrance

Title: CEO

Date: 5/8/26

STATE OF FLORIDA

COUNTY OF VOLUSIA


The foregoing instrument was acknowledged before me by means of X physical presence or online notarization,

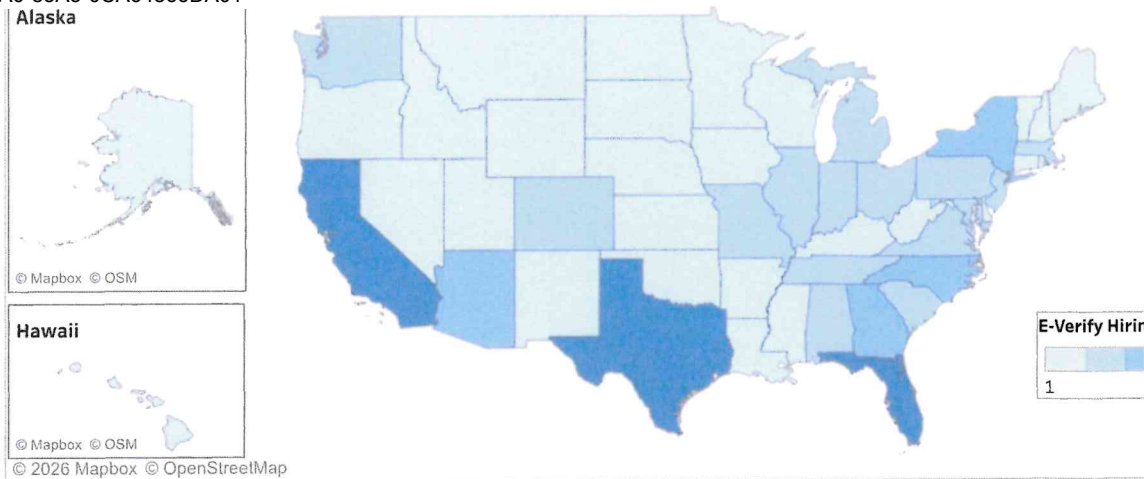
This 8th day of May, 2026 by Joseph Durrance, CEO,

of Halifax Paving, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

[Notary Seal]


Notary Public

Name typed  My Commission # HH 345366
My Commission Expires: EXPIRES: January 3, 2027



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled this

Business Name [Input Employer's legal name or DBA name]
 HALIFAX PAVING, INC.

Industry Type
 (Multiple values)

Account Status Open Terminated

Opted into E-Verify+ No Yes

State/Territory
 (All)

Date Enrolled [Select last 30 years for all data]
 Last 21 years

Total Records F

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workforce Size
6/19/2024	HALIFAX PAVING, INC.		Open	Yes	1/16/2007		100 to

In Process

Parameters:

- 1 Frequency

FORM 8 – AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Halifax Parking Inc. (the "Entity"), hereby attests under penalty of perjury, that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

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

Date: 5/8/24

Signed: [Signature]
Halifax Parking, Inc.

Entity: Corporation

Name: Joseph Durrance

Title: CEO

Sworn to (or affirmed) and subscribed before me this 8th day of May, 2025, by Joseph Durrance



Notary Signature

Melinda Spradling

PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known X

OR Produced Identification _____

Type of Identification Produced _____