

City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item:
G.13

Department UTILITY Division WATER DISTRIBUTION, WASTEWATER COLLECTION	Amount \$850,000.00 Org/Account # 54010000-141000
Subject: RESOLUTION 2026-XX APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY CONTRACT NO. 26-B-42LS WITH STALINE WATERWORKS, INC., FOR PVC AND BRASS MATERIALS FOR WATER AND SEWER OPERATIONS	
Presenter: Brian Roche, Director of Utility	
Attachments: 1. Resolution 2. Piggyback Contract	
Background: Council Priority: D. Sustainable Environment and Infrastructure The City of Palm Coast Utility Department operates and maintains the City's water and wastewater infrastructure. Routine maintenance, emergency repairs, service installations, and related operations require timely access to utility materials, including water and sewer piping, fittings, valves, repair couplings, meter boxes, brass components, and other related supplies. To support these activities, City staff recommends piggybacking Volusia County Contract No. 26-B-42LS, "Materials for Water and Sewer Operations," awarded to STAline Waterworks, Inc. The agreement was established through Volusia County's competitive Invitation for Bid process and includes specified item pricing and category-based percentage discounts for additional eligible materials. 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 originating contract term is March 20, 2026, through March 20, 2029, with options for two subsequent one-year renewals subject to the applicable contract terms, mutual agreement, and required approvals. Purchases by the City would be made on an as-needed basis under the approved piggyback agreement, within the contract scope and subject to applicable purchasing requirements. The underlying contract contains provisions for review of certain price adjustments; any applicable adjustments must comply with the agreement.

The Fiscal Year 2027 budget includes funding in multiple Utility Department divisions for purchases of water and wastewater materials. Expenditures will be limited to available budget appropriations and the City's applicable purchasing authorization. No minimum purchase quantity or specific expenditure commitment is proposed by this agenda item.

Using an existing competitively solicited public agency agreement is intended to streamline procurement, provide access to established terms and pricing, and support continuity of essential utility services. The City's piggyback engagement letter and addendum address City-specific contractual requirements; execution remains subject to completion of applicable procurement and legal reviews.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING THE PIGGYBACKING OF VOLUSIA COUNTY CONTRACT NO. 26-B-42LS WITH STALINE WATERWORKS, INC., FOR PVC AND BRASS MATERIALS FOR WATER AND SEWER OPERATIONS

RESOLUTION 2026-____
CONTRACT WITH STALINE WATERWORKS, INC., TO PURCHASE
MATERIALS FOR WATER AND SEWER OPERATIONS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF PIGGYBACKING VOLUSIA COUNTY CONTRACT WITH STALINE WATERWORKS, INC. TO PURCHASE WATER AND SEWER MATERIALS, SUPPLIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE WORK ORDER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (the “City”) requires water and wastewater materials for the maintenance, repair, and operation of its utility infrastructure; and

WHEREAS, Volusia County competitively solicited and awarded Contract No. 26-B-42LS, “Materials for Water and Sewer Operations,” to STAline Waterworks, Inc.; and

WHEREAS, the City desires to utilize the scope, pricing, and applicable terms and conditions of that contract through a piggyback arrangement, as supplemented by the City’s engagement letter and addendum.

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 legislative and administrative findings of the City Council.

SECTION 2. APPROVAL OF PIGGYBACK AGREEMENT. The City Council hereby approves the piggybacking of Volusia County Contract No. 26-B-42LS with STAline Waterworks, Inc. for the purchase of materials for water and sewer operations, substantially in accordance with the contract and City piggyback engagement documents attached as Exhibit “A” and incorporated herein by reference.

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

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendment to Contract Agreements 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 Contract Agreements on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections 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 20th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Volusia County Contract

BPO Review

Signed by:
Marcus Duffy
AB059FAS09FD417...

City Legal Review

DS
Affidavit Check



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Staline Waterworks, Inc.
Bid/Contract Ref # 26-B-42LS
Agency Name: Volusia County, Florida
Contract Type: Piggyback
Contract Value Over \$100K

Resolution # 2026- City Council Approval Date: _____
Contract Term End Date 03/20/2029
Renewable Y/N Y If yes # and length of renewals: 2 one-year renewals
City's Project Manager(s) Chris Driggers

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the Volusia County, Florida agreement for Materials for Water & Sewer Operations as needed.

Approvals:

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

Vendor Name and Email Curt Hinson curt.hinson@staline.com



Finance Department
Procurement Office

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

Staline Waterworks, Inc.
Attn: Curt Hinson
9115 Harris Corners Parkway, Suite 350
Charlotte, North Carolina 28269

RE: Engagement Letter Authorizing Piggyback

Materials for Water & Sewer Operations

Contract Name

Volusia County, FL 26-B-42LS

Contract Reference

Dear Curt,

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,

Nathalie Garcia

Nathalie Garcia

Sr. Contracts and Procurement Coordinator

ngarcia@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

SUPPLIER

Signed by:

By: Curt Hinson

FD1638C05F54988 (Authorized Signatory)

Print Name: Curt Hinson

Title: Regional Municipal Sales Manager FL, GA

Date: Sep 4, 2026 | 11:51 AM EDT



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

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

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

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

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

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

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

3. Scrutinized Companies

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

4. Public Records.

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

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

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

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

9. Governing Law

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

10. **Sovereign Immunity**

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

11. **Taxes**

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

CITY OF PALM COAST

SUPPLIER

By: _____

Print Name: Michael McGlothlin

Title: City Manager

Date: _____

Signed by:
By: Curt Hinson
(Authorized Corporate Officer)
FD15539C9F19496...

Print Name: Curt Hinson

Title: Regional Municipal Sales Manager FL, GA

Date: Sep 4, 2026 | 11:51 AM EDT

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.](#)

STAline waterworks, 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: Curt Hinson

Title: Regional Municipal Sales Manager FL, GA

Signed by:
Signature: Curt Hinson
FD15539C9F19498...

Date: Sep 4, 2026 | 11:51 AM EDT

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.

ATTACH NOTARIZED AFFIDAVIT HERE



ATTACH PROOF OF REGISTRATION HERE



In Process

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.

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: _____



AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (14), 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: _____

Entity: _____

Name: _____

Title: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 202__, by _____.

In Process

Notary Signature

PRINT, TYPE OR STAMP NAME OF NOTARY

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



Master Agreement

NO. 780 12678 - 1

TERM: 2026-03-20 to 2029-03-20

Page 1 of 2

Date Issued: 03/25/2026

Vendor contact: Name: Curt Hinson Phone: 727-609-8919 Ext.: E-mail: curt.hinson@staline.com		County contact: Name: DEVAN NORTH Phone: 386-943-7027 Ext.: 13291 E-mail: dnorth@volusia.org		Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: Staline Waterworks, Inc 9115 Harris Corners Parkway, Suite 350 Charlotte, NC 28269		Vendor No. VS14196		Ship To: UTILITIES OPERATION ""PROJECT SITE"" VOLUSIA COUNTY, FL 32724
Solicitation Number: 26-B-42LS Award Date: 2026-03-19 Award Authorization: DIRECTOR		Purchasing Phone: LISA SMITH 386-822-5788 Ext: 15788 E-mail: mlsmith@volusia.gov Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Materials for Water & Sewer Operations 26-B-42LS				

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	89000	EA	Materials for Water & Sewer Operations in accordance with 26-B-42LS See attached pricing sheet	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with 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 such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Emergency Procurement. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Federal Grant Funded Purchases. This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>. Payment Terms for these purchases shall be net 30 days.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Human Trafficking 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 acknowledging 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.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations 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 the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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 Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA) and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

All yellow shaded boxes must be filled in to be deemed responsive and responsible- all others will be automatically calculated.

Percentage discount shall apply to all items not specifically listed for each category and will be remain firm throughout the term of the agreement.

Vendor: STAlne Waterworks, Inc.

Item Description	Estimated Quantity	Price	Unit	Cost Extension
BLUE EXTERIOR POLYETHYLENE (MILLER, FORD)		Percentage Discount:		58.33%
1" x 100' (roll) tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	22	\$ 72.08	per roll	\$1,585.76
2" x 100' (roll) tubing, CTS, 200 PSI, SODR 9, Endot Endo Pure	10	\$ 244.58	per roll	\$2,445.80
PURPLE POLYETHYLENE (REUSE)		Percentage Discount:		68.75%
1" x 100' tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	10	\$ 72.08	per roll	\$720.80
BRASS (FORD METER BOX PRODUCT ONLY)		Percentage Discount:		51.29%
1" male poly adapter, C84-44	50	\$ 23.66	per	\$1,183.00
2" poly coupling, C44-77	15	\$ 106.89	per	\$1,603.35
2" coupling, C44-77 G	19	\$ 106.89	per	\$2,030.91
1" curb stop, B41-444-W	10	\$ 103.53	each	\$1,035.30
1" corporation stop, CC tread, F1000-4	72	\$ 56.04	each	\$4,034.88
U-branch assembly, 1" X 3/4" X 7 1/2 " or 1" X 3/4" U-branch GR x U48-43G-7.5 w/grip joint	72	\$ 51.05	each	\$3,675.60
1" X 6" Brass Nipple	25	\$ 13.13	each	\$328.25
3/4" X close nipple	110	\$ 2.79	each	\$306.90
Stainless Steel Wrap Repair Clamp for Schedule 40, C900, C905, and DIP and CI		Percentage Discount:		36.47%
3" X 15" SCH 40 PVC, full circle, Smith/Blair, FD, JCM (for class price)	4	\$ 161.66	each	\$646.64
8" X 15" PVC C 900, full circle, Smith/Blair, FD, JCM (fit all)	6	\$ 251.37	each	\$1,508.22
Repair Coupling		Percentage Discount:		43.18%
4" Dresser style, repair coupling, Class pipe or C-900, HYMAX	21	\$ 285.05	each	\$5,986.05
Stainless Steel Full Circle Wrap		Percentage Discount:		50.59%
3/4" X 6" Redi clamp, 2 bolt type, FD, FSC 3/4" X 6 R	15	\$ 45.49	each	\$682.35
Sewer Coupling		Percentage Discount:		76.47%
6" repair coupling PVC/PVC, Fernco	20	\$ 12.32	each	\$246.40
Meter Box		Percentage Discount:		69.18%
Double meter, C1 reader lid, black	600	\$ 49.47	each	\$29,682.00
Saddles (to use with PVC Class 200, C-900, and DIP. Stainless steel strap, expoy coated body)		Percentage Discount:		47.06%
6" X 1" CC Smith/Blair, JCM or FD 317	10	\$ 78.09	each	\$780.90
Mega Lugs (1100 & 1200)		Percentage Discount:		52.94%
6" 1106	18	\$ 36.71	each	\$660.78
6" Flange coupling adapter for DIP, JCM, S/B 912 Epoxy coated	6	\$ 274.06	each	\$1,644.36
Pipe		Percentage Discount:		75.00%
PVC SDR 21, Class 200, PVC blue, ring-tite joint 20' - 6"	2000	\$ 8.63	per foot	\$17,260.00
PVC, Sch 40, Solvent Weld Joint 20' - 2"	1000	\$ 1.40	per foot	\$1,400.00
PVC, Sch 80, Solvent Weld joint 20' - 3/4"	200	\$ 1.58	per foot	\$316.00
PVC Sewer Pipe, ASTM 3034, SDR 35, Ring-tite joint 14' 0" - 4"	130	\$ 2.19	per foot	\$284.70
PVC, C-900, J-M Pipe, Blue Brute, Class 150, DR 18, Ring-tite joint 20', (Green) - 6"	100	\$ 11.07	per foot	\$1,107.00
US Ductile Iron Pipe, Push on, Pressure Class 350, Cement lining 18' - 6"	40	\$ 40.72	per foot	\$1,628.80
Gate valve (Mueller, American or appved equal)		Percentage Discount:		42.78%
6" mj g.v. resilient seat, epoxy coat, AWWA C-509	12	\$ 897.24	each	\$10,766.88
Valve Boxes, Manhole Ring & Cover		Percentage Discount:		70.59%
Valve box water lid 5 1/4"	10	\$ 80.00	each	\$800.00
Fire hydrants and extensions		Percentage Discount:		33.89%
36" bury	2	\$ 2,975.66	each	\$5,951.32
Backflow Preventer Wilkin (no alternate accepted).		Percentage Discount:		85.88%
3/4" backflow preventer, reduce pressure with ball valve, Wilkins 975XL	10	\$ 295.29	each	\$2,952.90

Total bid cost

\$103,255.85

Average percentage discount

57.49%

In Process

INVITATION FOR BID
26-B-42LS
MATERIALS FOR WATER AND SEWER OPERATIONS

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



RELEASE DATE: January 8, 2026
DEADLINE FOR QUESTIONS: January 22, 2026
RESPONSE DEADLINE: February 4, 2026, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

County of Volusia
INVITATION FOR BID
Materials for Water and Sewer Operations

I. Introduction.....

II. Special Terms and Conditions

III. General Terms and Conditions.....

IV. Insurance Requirements

V. Scope of Work

VI. Vendor Questionnaire.....

VII. Definitions

Attachments:

A - Attachment_A_-_Price_Sheet

B - Federal_Contract_Provisions_

C - Required Types & Limits of Insurance, 26-B-42LS

Invitation For Bid #26-B-42LS

Title: Materials for Water and Sewer Operations

1. Introduction

1.1. Summary

The purpose of this Invitation to Bid is to solicit competitive sealed bids to furnish Materials for Water and Sewer Operations for the County of Volusia.

1.2. Contact Information

Myra Lisa Smith

Purchasing Analyst II

123 W. Indiana Avenue, Room 302

DeLand, FL 32720

Email: mlsmith@volusia.orgPhone: [\(386\) 822-5788](tel:(386)822-5788)**Department:**

Water Resources & Utilities

1.3. Timeline

Release Solicitation Date	January 8, 2026
Question Submission Deadline	January 22, 2026, 11:59pm
Proposal Submission Deadline	February 4, 2026, 3:01pm
Solicitation Opening Date/Time (Non-Mandatory)	February 4, 2026, 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 #26-B-42LS
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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 Wednesday, February 4, 2026. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

The Solicitation response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Solicitation 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:

- A. Proper submittal of ALL documentation as required by this Invitation to Bid (ITB). (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 1. Total Cost; All pricing shall be completed to be deemed responsive and responsible. Award will be based on the total cost of bid items on Attachment A- Price Sheet. Price Sheet shall be uploaded in Vendor Questionnaire 5.1.
 - 2. Delivery; within forty-eight (48) hours from time of order.
 - 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;
 - 4. All technical specifications associated with this Invitation to Bid (ITB);
 - 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 lowest 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 twenty (20) business days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all 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

Invitation For Bid #26-B-42LS

Title: Materials for Water and Sewer Operations

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. 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.

2.10. 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 ""Plastic sewer, stormdrain, and water main pipe - WPU072106038"", as published by the Bureau of Labor Statistics.

2.11. 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%

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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

2.12. 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.

2.13. 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 one hundred twenty (120) 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 twenty (20) business 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 twenty (20) business 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 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.

2.14. 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 by the deadline for questions 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.

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Title: Materials for Water and Sewer Operations

2.15. 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 Subcontractor. There are no limitations to this liability. This section does not apply to the extent precluded or prohibited by applicable law.

2.16. 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 the Federal Contract Provisions as exhibited with this Solicitation.

2.17. Emergency Response Services

In the event goods or services are provided under this Agreement for emergency response for a natural emergency, if Contractor breaches this Agreement during an emergency recovery period Contractor shall pay a \$5,000 penalty as well as damages, which may be either actual and consequential damages. As used in this provision, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

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.

Responses submitted in OpenGov will remain locked and inaccessible by County purchasing staff until the Submission deadline.

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

3.2. Respondent's Responsibility

The Respondent, by submitting a Response, represents that:

Invitation For Bid #26-B-42LS

Title: Materials for Water and Sewer Operations

- 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.
- E. The Respondent shall examine the drawings, specifications, and other Contract Documents (as applicable) carefully and inform itself thoroughly regarding any and all conditions and requirements, including the construction schedule that may in any manner affect the Work to be performed under the Agreement. Ignorance on the part of the Contractor shall in no way relieve itself of the obligations and responsibilities assumed under the Agreement.

3.3. 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

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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).

3.4. 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 a 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 a Contract are public records subject to the public records disclosure requirements of section 119.07(1), 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 the 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.

Invitation For Bid #26-B-42LS

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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 attorneys' 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.

3.5. 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.

3.6. 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 Responses, 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.

3.7. 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 and any attachments/exhibits. 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 and any attachments/exhibits 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 and any attachments/exhibits 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, January 22, 2026. 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.

3.8. Incurred 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.

3.9. 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.

3.10. 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 Responses where the difference of the total Response price or quote exceeds twenty-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 Contractor 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 Contractor and Subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with agencies or organizations that may be identified by the purchasing director. 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.

3.11. 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).

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3.12. Withdrawal of Response

A Response may be withdrawn i) prior to the Solicitation opening via the County's eProcurement Portal or ii) after one hundred twenty (120) days from Solicitation opening. In the second instance ('ii'), this only applies to Respondents notified by the County in letter form that their Response will not be accepted.

3.13. FOB Destination

The FOB point for this Agreement and for all purchases made under it shall be the destination specified by the requesting division, in Volusia County, Florida. Delivery will not be complete until the requesting division has accepted each item. Delivery to a common carrier shall not constitute delivery to Volusia County. All disputes shall be between the Contractor and the carrier.

3.14. Payment Terms

Unless otherwise stated in the Special Terms and Conditions section, the County will remit full payment on all undisputed invoices for goods and services other than Construction Services 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. For Construction Services the County will remit full payment on all undisputed invoices within twenty (20) to twenty-five (25) days in accordance with F.S.S. 218.735.

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 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 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 modification order to the Agreement signed by the appropriate County signatories 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 Project Manager 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 attorneys' 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

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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/Agreement

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.

- 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 modification 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 attorneys' 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 described 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 or Subconsultants

Contractor shall save and hold the County harmless from any and all claims or actions by their Contractor(s) for payment of monies such Contractor 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 derivative 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 Subcontractor) 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 Contractor 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.

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 Subcontractor 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 Contractor, 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 Contractor 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

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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 Contractors 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 Solicitation.

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.

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 attorneys' 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 Response, 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 Contractor to perform any Work under the resulting Agreement such Subcontractor shall hold the

required licensure for all Work to be performed under the resulting Agreement. All licenses and permits required to perform Work 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 Subcontractor 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 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

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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, 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.

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

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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(14), Florida Statutes, (2025).

3.53. Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its Subcontractors shall adhere to the County's policies on drug-free and smoke-free work place during the term of this Contract while at a County job location.

3.54. 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.

3.55. 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.

3.56. 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 Scope of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Modification order pursuant to the terms of the Agreement.

3.57. Contractor's or Consultant'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. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts with Subcontractors related to this Contract.;
- 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 Subcontractor;
- 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.

3.58. County/Contractor/Consultant 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.

3.59. 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.

3.60. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors, consultants, and contractors only. To further this policy, the County asserts its authority to debar certain vendors, consultants, 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, consultants, 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, consultants, 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>

3.61. 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.

3.62. 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. 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 Scope 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 this Agreement, 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 attorneys' 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 Terms and 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

3.63. 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 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.

3.64. 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/Subconsultants and Independent Contractors/Consultants

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 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 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, Contractor 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 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 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

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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. Materials for Water & Sewer Operations

Scope of Work

A. All materials shall be "first use", free of dents, cracks, breaks, corrosion, wear, cross threads, and all other defects.

B. All metal items required shall be American made, and meet all American Water Works Association (AWWA) specifications.

C. Any defective item received shall be returned to Contractor at Contractor's expense.

D. All items shall be purchased in lots of box, package, bag, fill length, roll, etc., where applicable.

E. Contractor shall be able to supply all materials quoted.

F. Contractor shall deliver materials requested to central utility locations (DeBary, Orange City, DeLand, and Spruce Creek) within forty-eight (48) hours from time of order.

G. Delivery charges shall be included in submitted bid prices. Volusia County will only pay shipping charges for special order items or expedited shipping. In such cases, the Contractor shall provide documentation, from third party carrier of delivery charges.

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H. Contractor shall submit pricing for all items on Attachment A - Price Sheet. All yellow shaded boxes must be filled in to be deemed responsive and responsible. Award will be based on the total bid cost. Pricing shall be held until such time as a price redetermination is requested and approved. Contractor shall upload completed Attachment A - Price Sheet in Vendor Questionnaire 5.1.

I. Contractor shall enter a percentage discount for related items not specifically listed on Attachment A - Price Sheet but carried in inventory. The percentage discount shall be applied to pricing that would be paid by the general public.

J. Quantities listed on Attachment A - Price Sheet are estimates only and in no way represent a guarantee of future expenditures by the County.

K. Contractor shall bid on only those brand names specified. Any other brand shall require prior approval from Volusia County, by posing a question in the Question & Answer section of OpenGov in the bid before the deadline. An answer will be posted in the Question & Answer section.

L. Contractor shall have an on-line ordering system.

6. Vendor Questionnaire

1. Acknowledgements

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, including construction drawings, technical specifications, and permits, if applicable. (By checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)
- 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.

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- 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

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

1.3. *Document Upload Format Acknowledgement**

By checking yes, the Respondent acknowledges that all uploaded documents are in one of the following formats:

- Microsoft Word
- Microsoft Excel
- Adobe PDF

Any other format is not compatible with OpenGov and may render your response unreadable.

☐ Yes

☐ No

*Response required

1.4. *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 on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. 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.

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- ☐ Yes
☐ No

*Response required

1.5. *Complete and upload the Federal Contract Provisions. **

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 Contractor shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

*Response required

1.6. *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

1.7. *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

1.8. *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 and the Respondent. 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.

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

*Response required

1.9. *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.

☐ Yes

☐ No

*Response required

1.10. *Enter explanation of the conflict of interest indicated above.**

If the response to the above question is "Yes", enter an explanation of the conflict. If the response to the above question is "No", enter N/A.

*Response required

1.11. *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

1.12. *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.

1.13. *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 selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all

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information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

- ☐ Yes
☐ No

*Response required

1.14. *Sales Tax Exemption Certificate Document*

Please acknowledge receipt of Sales Tax Exemption Certificate Document in the next section.

- [Sales Tax Exemption Procedu...](#)

2. *Public Entity Crime*

2.1. *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 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

3. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

3.1. *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

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- 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

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

*Response required

4. 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

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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.

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

☐ Yes

☐ No

*Response required

5. Forms/Documentation

*5.1. Attachment A - Price Sheet**

Contractor shall upload completed Attachment A - Price Sheet here.

*Response required

*5.2. Submittal Form **

Please download the below documents, complete, and upload.

- [Submittal Form.pdf](#)

*Response required

5.3. Memorandum of Authority

If the Authorized Signatory identified in the Section (Name and Title of Authorized Agent of the Respondent) 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.

*5.4. W-9**

Please attach current W-9 Form.

*Response required

*5.5. 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

5.6. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

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

5.7. *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.

*Response required

5.8. *Certification Affidavit by Prime Contractor as Local Business **

Certification Affidavit by Prime Contractor as Local Business

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

[ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library](#)

By Selecting "No" Respondent acknowledges that the firm does not have a local presence as detailed in the ordinance and local preference does not apply.

- ☐ Yes
☐ No

*Response required

5.9. *Certification Affidavit of Subcontractor as Local Business **

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

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

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[ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library](#)

By Selecting "No" the Respondent acknowledges that the firm does not have Subcontractors that have a local presence as detailed in the ordinance and local preference does not apply.

☐ Yes

☐ No

*Response required

5.10. *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 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

5.11. *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

6. *Additional Information*

6.1. *Delivery and/or availability**

Please provide that your firm will be able to delivery within requested timeframe:

*Response required

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

☐ Yes

☐ No

*Response required

6.3. *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?

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*Response required

6.4. *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

6.5. *Please submit your total number of employees. **

*Response required

6.6. *Are you a sole proprietor? **

A sole proprietorship is a type of business where there is no legal distinction between the owner and the business entity. It is owned, managed, and controlled by a single owner.

☐ Yes

☐ No

*Response required

6.7. *Price Redetermination - Fuel**

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

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

☐ diesel fuel

☐ gasoline

☐ other

*Response required

6.9. *Price Redetermination - Materials**

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:

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*Response required

6.10. *References **

Please download the below documents, complete, and upload.

Please fill out the attached form completely. The County will only contact the references listed on this form. Additional project information may be provided on separate sheets, however, that information will not be used for the evaluation of any response.

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 Contractor's qualification for the scope of services.

- [References Form\(492427\) \(1\)...](#)

*Response required

7. **Definitions**

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

7.1. **Agreement:**

This Solicitation document between the County and the awarded Contractor(s) along with any written addenda and other written documents, which are expressly incorporated by reference. May be used interchangeably with Contract.

7.2. **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.

7.3. **Bidder**

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. Can be used interchangeably with Proposer and Respondent.

7.4. **Confidential Information:**

Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute

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that may provide for an exemption or the confidentiality of certain information (hereinafter “Confidential Information”). Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to third parties without restriction on disclosure.

7.5. 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.

7.6. Contract Price:

The total monies payable to the Contractor as consideration for completion of the Work in accordance with the Contract Documents

7.7. Contractor:

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

7.8. Contractor's Project Manager:

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

7.9. Cost of the Work

The sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work.

7.10. 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.

7.11. 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.

7.12. Day:

The word “day” means each calendar day or accumulation of calendar days.

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7.13. Director:

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

7.14. Master Agreement:

The payment vehicle through with the successful Respondent(s) may 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 and may have a specific dollar value, which shall not be exceeded annually.

7.15. 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.

7.16. 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.

7.17. Protest:

See process at www.volusia.org/purchasing.

7.18. 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 awarded Solicitation, the terms of the Solicitation shall prevail.

7.19. 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. Can be used interchangeable with Bidder and Proposer.

7.20. Response:

A Contractor's offer to the County in response to an invitation to the Solicitation issued by a purchasing authority. Used interchangeable with Bid or Proposal.

7.21. 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.

Invitation For Bid #26-B-42LS

Title: Materials for Water and Sewer Operations

7.22. 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 Contract Documents.

7.23. Work or Scope of Work

The construction and services required by the Contract Documents including all labor, materials, equipment and services incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor's obligation to achieve Final Completion of the Project.

In Process

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Materials for Water and Sewer Operations
Attachment A-REV 1
Price



All yellow shaded boxes must be filled in to be deemed responsive and responsible- all others will be automatically calculated.

Percentage discount shall apply to all items not specifically listed for each category and will be remain firm throughout the term of the agreement.

Vendor: STAline Waterworks, Inc.

Item Description	Estimated Quantity	Price	Unit	Cost Extension
BLUE EXTERIOR POLYETHYLENE (MILLER, FORD)	Percentage Discount:			58.33%
1" x 100' (roll) tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	22	\$ 72.08	per roll	\$1,585.76
2" x 100' (roll) tubing, CTS, 200 PSI, SODR 9, Endot Endo Pure	10	\$ 244.58	per roll	\$2,445.80
PURPLE POLYETHYLENE (REUSE)	Percentage Discount:			68.75%
1" x 100' tubing CTS, 200 PSI, SODR 9, Endot Endo Pure	10	\$ 72.08	per roll	\$720.80
BRASS (FORD METER BOX PRODUCT ONLY)	Percentage Discount:			51.29%
1" male poly adapter, C84-44	50	\$ 23.66	per	\$1,183.00
2" poly coupling, C44-77	15	\$ 106.89	per	\$1,603.35
2" coupling, C44-77 G	19	\$ 106.89	per	\$2,030.91
1" curb stop, B41-444-W	10	\$ 103.53	each	\$1,035.30
1" corporation stop, CC tread, F1000-4	72	\$ 56.04	each	\$4,034.88
U-branch assembly, 1" X 3/4" X 7 1/2 " or 1" X 3/4" U-branch GR x U48-43G-7.5 w/grip joint	72	\$ 51.05	each	\$3,675.60
1" X 6" Brass Nipple	25	\$ 13.13	each	\$328.25
3/4" X close nipple	110	\$ 2.79	each	\$306.90
Stainless Steel Wrap Repair Clamp for Schedule 40, C900, C905, and DIP and CI	Percentage Discount:			36.47%
3" X 15" SCH 40 PVC, full circle, Smith/Blair, FD, JCM (for class price)	4	\$ 161.66	each	\$646.64
8" X 15" PVC C 900, full circle, Smith/Blair, FD, JCM (fit all)	6	\$ 251.37	each	\$1,508.22
Repair Coupling	Percentage Discount:			43.18%
4" Dresser style, repair coupling, Class pipe or C-900, HYMAX	21	\$ 285.05	each	\$5,986.05
Stainless Steel Full Circle Wrap	Percentage Discount:			50.59%
3/4" X 6" Redi clamp, 2 bolt type, FD, FSC 3/4" X 6 R	15	\$ 45.49	each	\$682.35
Sewer Coupling	Percentage Discount:			76.47%
6" repair coupling PVC/PVC, Fernco	20	\$ 12.32	each	\$246.40
Meter Box	Percentage Discount:			69.18%
Double meter, C1 reader lid, black	600	\$ 49.47	each	\$29,682.00
Saddles (to use with PVC Class 200, C-900, and DIP. Stainless steel strap, expoy coated body)	Percentage Discount:			47.06%
6" X 1" CC Smith/Blair, JCM or FD 317	10	\$ 78.09	each	\$780.90
Mega Lugs (1100 & 1200)	Percentage Discount:			52.94%
6" 1106	18	\$ 36.71	each	\$660.78
6" Flange coupling adapter for DIP, JCM, S/B 912 Epoxy coated	6	\$ 274.06	each	\$1,644.36
Pipe	Percentage Discount:			75.00%
PVC SDR 21, Class 200, PVC blue, ring-tite joint 20' - 6"	2000	\$ 8.63	per foot	\$17,260.00
PVC, Sch 40, Solvent Weld Joint 20' - 2"	1000	\$ 1.40	per foot	\$1,400.00
PVC, Sch 80, Solvent Weld joint 20' - 3/4"	200	\$ 1.58	per foot	\$316.00
PVC Sewer Pipe, ASTM 3034, SDR 35, Ring-tite joint 14' 0" - 4"	130	\$ 2.19	per foot	\$284.70
PVC, C-900, J-M Pipe, Blue Brute, Class 150, DR 18, Ring-tite joint 20', (Green) - 6"	100	\$ 11.07	per foot	\$1,107.00
US Ductile Iron Pipe, Push on, Pressure Class 350, Cement lining 18' - 6"	40	\$ 40.72	per foot	\$1,628.80
Gate valve (Mueller, American or appved equal)	Percentage Discount:			42.78%
6" mj g.v. resilient seat, epoxy coat, AWWA C-509	12	\$ 897.24	each	\$10,766.88
Valve Boxes, Manhole Ring & Cover	Percentage Discount:			70.59%
Valve box water lid 5 1/4"	10	\$ 80.00	each	\$800.00
Fire hydrants and extensions	Percentage Discount:			33.89%
36" bury	2	\$ 2,975.66	each	\$5,951.32
Backflow Preventer Wilkin (no alternate accepted).	Percentage Discount:			85.88%
3/4" backflow preventer, reduce pressure with ball valve, Wilkins 975XL	10	\$ 295.29	each	\$2,952.90

ITB 26-B-42LS

Materials for Water and Sewer Operations
Attachment A-REV 1
Price



Total bid cost	\$103,255.85
Average percentage discount	57.49%

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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the STAline Waterworks Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

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

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

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

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

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and



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coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other



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published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

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

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

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

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's



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responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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

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

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

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

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

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



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Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

D. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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

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

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

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting



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requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security



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Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its



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development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support



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the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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



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E-Verify Employer Agent. STAline Waterworks Inc (Employer) hereby designates and appoints Kronos (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

In Process



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Approved by:

Employer	
STAline Waterworks Inc	
Name (Please Type or Print)	Title
Victoria J. Pharr	
Signature	Date
Victoria J. Pharr	10/26/2023
E-Verify Employer Agent	
Kronos	
Name (Please Type or Print)	Title
Richard Buono	
Signature	Date
Richard Buono XXX-XX-XXXX	10/26/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that STAline Waterworks, Inc. *[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 STAline Waterworks, Inc. *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

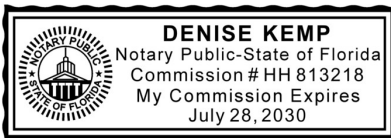


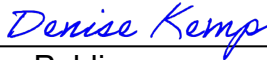
Print Name: Jason Painter
Title: CFO
Date: 9/4/26

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 4 day of September, 2026 by Jason Painter, CFO *[name of officer or agent, title of officer or agent]* of STAline Waterworks, Inc. *[name of contractor company acknowledging]*, a DE *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known *[type of identification]* as identification.

[Notary Seal]





Notary Public

Denise Kemp

Name typed, printed or stamped

My Commission Expires: 7/28/30

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of STAline Waterworks, 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: 9/4/26

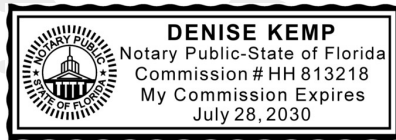
Signed: 

Entity: STAline Waterworks, Inc.

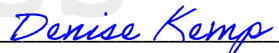
Name: Jason Painter

Title: CFO

Sworn to (or affirmed) and subscribed before me this 4 day of September, 2026,
by Jason Painter, CFO.



Notary Signature


PRINT, TYPE OR STAMP NAME OF NOTARY

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