

June 6, 2022

Mr. Matt Hixon
Wastewater Plant Manager
City of Edgewater
500 West Ocean Ave
Edgewater, FL 32132

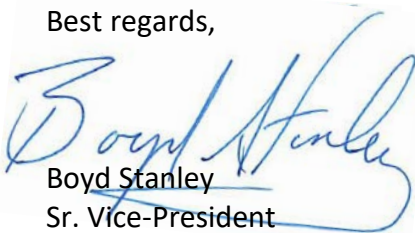
Subject : Piggyback Contract Offer for the Purchase of Polymer
RE: City of Boca Raton – Bid No. 2021-059

Dear Mr. Hixon,

Polydyne Inc. is pleased to offer the City of Edgewater the option to piggyback the purchase of CLARIFLOC SE-1445 emulsion polymer from the above-referenced City of Boca Raton Contract. The City competitively bid this contract in 2021. Attached for your reference, you will find our award letter and bid specifications. While CLARIFLOC SE-1445 was not specifically included in this solicitation, it does include CLARIFLOC SE-1794. CLARIFLOC SE-1794 is similar in composition to CLARIFLOC SE-1445. With this piggyback agreement, the unit price for CLARIFLOC SE-1445 will be \$1.70/Lb. through December 15, 2022. There will be three (3) one-year renewals for this contract with price adjustments annually.

We thank you for your business. Should you have any questions regarding this offer, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998. If this offer is acceptable, please send notification via email to: bids@polydyneinc.com.

Best regards,



Boyd Stanley
Sr. Vice-President

Attachments



CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

December 16, 2021

Boyd Stanley, Sr. Vice President
Polydyne Inc.
One Chemical Plant Road
Riceboro, GA 31323
bids@polydyneinc.com

Subject: Notification of Award of Bid No. 2021-059
Wastewater Sludge Polymer

Dear Boyd Stanley:

You are hereby notified that "Polydyne Inc." is awarded the above subject bid.

The initial contract period will be from 12/16/2021 through 12/15/2022 and will automatically renew thereafter for three, one-year renewal periods as per Special Conditions Part V; Item No. 5.2 "Contract Period and Automatic Renewal".

Services from the City of Boca Raton will be placed throughout the contract period on an as needed basis via purchase orders. All terms, conditions, pricing and specifications for the above subject bid shall apply.

Throughout the contract, your firm is required to maintain insurance coverage in accordance with Special Condition Part IV. Valid insurance is currently on file in the City's Purchasing Division.

If you should have any questions, please do not hesitate to contact me by email at nphillipa@myboca.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil Phillips", is written over a horizontal line.

Neil Phillips
Buyer

c: 2021-059 file

STAY CONNECTED

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Home

Bid Events

Admin

RANDALV ▾

Response Detail - 2021-059

 Return
  Retract
  Documents
  Response History
  Bid History

Bid Number 2021-059 (Wastewater Sludge Polymer)
 Close Date & Time 9/28/2021 03:00:00 PM (ET)
 Time Left 4 days 22 hours 6 minutes 51 seconds
 Response Status **Response Submitted - 9/23/2021 04:53:02 PM (ET)**



Event Details

Activities

Invitations

Attachments

Response Attachments

Response Submission

Bid Information

Bid Type ITB-E
 Issue Date & Time 8/31/2021 02:00:01 PM (ET)
 Close Date & Time 9/28/2021 03:00:00 PM (ET)
 Bid Status Issued
 Bid Notes
 The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).
 The purpose of this Bid is to provide a polymer suitable to thicken and dewater wastewater sludge for the City's Wastewater Treatment Plant at the most cost effective level on an as needed basis, annually.
 Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.
 For information concerning procedures for responding to the ITB, please contact Neil Phillips by email, nphillips@myboca.us. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum and shall be made in accordance with the Bid instructions.
 The invitation to bid document is subject to change and it is the responsibility of all potential Bidders to monitor the website
<https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> for any addendums prior to submitting your Bid.
 Public Bid Opening will utilize the Go To Meeting platform as provided in the Bid Opportunities link:
<https://brpurch.ionwave.net/CurrentSourcingEvents.aspx>

Bid Contact Information

Workgroup City of Boca Raton
 Contact Name Neil Phillips Buyer
 Address 201 West Palmetto Park Road
 Boca Raton, FL 33432-3795 USA
 Contact Fax xnphillips
 Contact Email nphillips@myboca.us

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RANDALV ▾

Response Detail - 2021-059

[Return](#)
[Retract](#)
[Documents](#)
[Response History](#)
[Bid History](#)


Bid Number 2021-059 (Wastewater Sludge Polymer)

Close Date & Time 9/28/2021 03:00:00 PM (ET)

Time Left 4 days 22 hours 6 minutes 39 seconds

Response Status **Response Submitted - 9/23/2021 04:53:02 PM (ET)**[Event Details](#)[Activities](#)[Invitations](#)[Attachments](#)[Response Attachments](#)[Response Submission](#)

Requested Attachments

#	Requested Attachments
1	<p>* Attachment A - Bidder Certification Form Bidder to submit/upload Attachment A as a single pdf file with hand written signature. *** Notice to Bidder **** Bidder is responsible for validating that the supplier name / profile in the electronic bidding system matches the name provided on your Bidder Certification Form. To check your supplier name in the electronic bidding system: 1. Click on the RESPONSE tab in the electronic bidding system 2. Review your Profile 3. Any necessary Company Name changes require an email request from the user with administrative rights within the electronic bidding system to the Buyer with the Name to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, W-9, etc.)</p> <p>Download BIDDER CERT_BOCA RATON.pdf (385 KB)</p>
2	<p>* Attachment B - Qualification of Bidder Form Bidder is required to meet each of the qualification of Bidder requirements as identified in Attachment B. Attachment B to be filled out and submitted/uploaded with Bid response including any additional forms/certifications/supporting documents listed in Attachment B.</p> <p>Download QUALIFICATION OF BIDDER_BOCA RATON.pdf (65 KB)</p>
3	<p>* Attachment C - Bid Form Bidder to complete Attachment C and submit/upload with Bid response</p> <p>Download ATTACHMENTC_BOCA RATON.pdf (37 KB)</p>
4	<p>* Attachment D - Questionnaire Bidder to complete Attachment D and submit/upload with Bid response including any additional forms/certifications/supporting documents listed in Attachment D.</p> <p>Download ATTACHMENT D_BOCA RATON.pdf (1.17 MB)</p>
5	<p>Attachment E - Drug Free Work Place Form Bidder that meets the requirements for Attachment E is to complete Attachment E and submit/upload with Bid response</p> <p>Download ATTACHMENT E_BOCA RATON.pdf (350 KB)</p>
6	<p>Business Tax Receipt Bidder to submit copy/upload their current Business Tax Receipt for their business location. Bidder shall comply with Business Tax Receipt requirements for their business location. Bidders with a business location that does not utilize a Business Tax Receipt, this attachment is not applicable.</p> <p>Download Polydyne Inc Bid Submittal_City of Boca Raton FL _ Bid Number 2021-059_ Due 092821.pdf (17.46 MB)</p>
7	<p>Bidder is registered with their State of Origin Bidder to submit/upload proof their firm name is registered with their State of Origin. (Sunbiz may be used for proof of firm name and registration)</p> <p>Download STATE OF ORGIN_BOCA RATON.pdf (744 KB)</p>
8	<p>Proof of Insurance Bidder to submit/upload their proof of insurance as detailed in the Special Conditions with Bid response</p> <p>Download INSURANCE_BOCA RATON BID.pdf (1.70 MB)</p>

[Click Here to View Opportunity](#)

SUBMITNOTIFYVENDOR - 9/23/2021 03:53 PM (CT)





2021-059

Wastewater Sludge Polymer

Issue Date: 8/31/2021

Response Deadline: 9/28/2021 03:00 PM (ET)

Contact Information

Contact: Neil Phillips Buyer
Address: 201 West Palmetto Park Road
Boca Raton, FL 33432-3795
Fax: xnphillips
Email: nphillips@myboca.us

Event Information

Number: 2021-059
Title: Wastewater Sludge Polymer
Type: Invitation to Bid
Issue Date: 8/31/2021
Response Deadline: 9/28/2021 03:00 PM (ET)
Notes:

The City of Boca Raton, Florida is accepting sealed Bids from qualified Bidders for the above in accordance with the specifications, terms and conditions contained in the Invitation to Bid (ITB).

The purpose of this Bid is to provide a polymer suitable to thicken and dewater wastewater sludge for the City's Wastewater Treatment Plant at the most cost effective level on an as needed basis, annually.

Please log in to view and download the entire document. This ITB is available for electronic submission in accordance with the instructions identified in the Bid document.

For information concerning procedures for responding to the ITB, please contact Neil Phillipsby email, nphillips@myboca.us. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum and shall be made in accordance with the Bid instructions.

The invitation to bid document is subject to change and it is the responsibility of all potential Bidders to monitor the website <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> for any addendums prior to submitting your Bid.

Public Bid Opening will utilize the Go To Meeting platform as provided in the Bid Opportunities link: <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx>

Click on Bid Number, Bid Attachments, Exhibit CMT to view dial in information and access code.

Ship To Information

Address: As detailed in Bid Document
FL

Billing Information

Contact: Accounts Payable
Address: 201 W. Palmetto Park Road
Boca Raton, FL 33432
Phone: 1 (561) 393-7747
Fax: 1 (561) 367-7009

Bid Activities

TESTING PROCEDURE – STEP 1 - Preliminary (Bench Scale Testing) For Bidders

9/13/2021 8:00:00 AM (ET)

Per TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK, PART III TESTING PROCEDURES:

3.01 TESTING PROCEDURE – STEP 1 - Preliminary (Bench Scale Testing) For Bidders

The City will allow bidders use of the Utility Services Laboratory located at 1401 Glades Road, Building 48 in order to facilitate preliminary testing of product to be submitted for the bid. All bidders interested in testing their product(s) shall contact Steve Roberge, WWTP Superintendent, at 561-338-7331 or Ed Catalano at 561-338-7332 to make an appointment for bench scale testing of product they plan to test/submit. Appointments shall be scheduled and completed during the week of **Monday September 13, 2021 through Friday September 17, 2021**. Bidders are urged to schedule their appointments at least three (3) business days in advance to secure day and time for testing.

Testing will be conducted using bidder's equipment in a laboratory setting. No testing on full scale equipment is allowed.

TESTING PROCEDURE – STEP 2 – Sample (Full Scale Testing) For Bidders

10/6/2021 8:00:00 AM (ET)

Note, dates and times are estimated, contingent on TESTING PROCEDURE – STEP 1 - Preliminary (Bench Scale Testing) For Bidders

Per TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK, PART III TESTING PROCEDURES:

3.02 TESTING PROCEDURE – STEP 2 – Sample (Full Scale Testing) For Bidders

Following bid opening, the City shall conduct testing on the three lowest priced products being offered from responsive responsible Bidders. Bidders shall supply to the City, at no charge, approximately 405 lbs. of polymer product bid, in containers weighing no more than 45 lbs. each, including product. Samples shall be clearly identified with the name of the Bidder, product name, and description of product. Bidder is responsible for delivery charges associated with providing the sample. Sample product which is not utilized in testing will become the property of the City of Boca Raton.

Samples shall be received by the City within three (3) business days from City's request. Failure to provide samples within requested time frame may result in bid being considered non-responsive. Material Data Safety Sheets (MSDS) must be provided together with and at the same time samples are being delivered to the City.

TESTING PROCESS – By City Staff

10/12/2021 8:00:00 AM (ET)

Note, dates and times are estimated, contingent on previous TESTING PROCEDURES.

Per TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK, PART III TESTING PROCEDURES:

3.02.1 TESTING PROCESS – By City Staff

City staff will conduct the polymer performance testing at the City's Wastewater Plant Location. City will use sample products and City staff shall perform the final full-scale testing without vendor representatives in attendance.

Note, dates and times are estimated, contingent on previous TESTING PROCEDURES.

Per TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK, PART III TESTING PROCEDURES:

3.02 BID EVALUATION – STEP 3 - After All Testing Is Completed

Bid will be awarded to a responsive responsible bidder that can achieve the minimum required standards on the most consistent basis. **Completing and evaluation of test results will require at least 3-4 weeks.** Products that can achieve minimum standard spread will be tested further, minimum of ten (10) trials over a minimum of two (2) days. Evaluation will be based on an overall polymer cost to treat 1 ton of dry solids to determine lowest responsive responsible bidder in accordance with the testing criteria outlined herein. Test results will be the final determining factor in making the bid award. A copy of the City Test Results will be available by contacting Purchasing Division.

Bid Attachments

2021-059 Table of Contents.pdf

[View Online](#)

Table of Contents lists all documents that are to be downloaded for preparing your response to Bid No. 2021-059.

We work to comply with Section 508 as well as 2.0 A and AA referring to website accessibility standards for each of the "Bid Attachments" listed. Please contact the Purchasing Division fflorial@myboca.us or 561-393-7871 if you have difficulty accessing the document.

General Terms & Conditions.pdf

[View Online](#)

General Terms & Conditions

2021-059 Special Conditions.pdf

[View Online](#)

2021-059 Special Conditions

2021-059 Technical Specification and Statement of Work.pdf

[View Online](#)

2021-059 Technical Specification and Statement of Work

2021-059 Bid Prices-Rates.pdf

[View Online](#)

2021-059 Bid Prices-Rates

2021-059 Attachment A-Bidder Certification Form.pdf

[View Online](#)

2021-059 Attachment A-Bidder Certification Form

2021-059 Attachment B- Qualification of Bidder.pdf

[View Online](#)

2021-059 Attachment B- Qualification of Bidder

2021-059 Attachment C- Bid Form.pdf

[View Online](#)

2021-059 Attachment C- Bid Form

2021-059 Attachment D- Questionnaire.pdf

[View Online](#)

2021-059 Attachment D- Questionnaire

2021-059 Attachment E- Drug Free Form.pdf

[View Online](#)

2021-059 Attachment E- Drug Free Form

2021-059 Exhibit CMT (Bid).pdf

[Download](#)

2021-059 Exhibit CMT (Bid)

Requested Attachments

Attachment A - Bidder Certification Form

(Attachment required)

Bidder to submit/upload Attachment A as a single pdf file with hand written signature.

*** Notice to Bidder ***

Bidder is responsible for validating that the supplier name / profile in the electronic bidding system matches the name provided on your Bidder Certification Form. To check your supplier name in the electronic bidding system:

1. Click on the RESPONSE tab in the electronic bidding system
2. Review your Profile
3. Any necessary Company Name changes require an email request from the user with administrative rights within the electronic bidding system to the Buyer with the Name to be updated, supported by verifying documentation (Sunbiz, Articles of Incorporation, W-9, etc.)

Attachment B - Qualification of Bidder Form

(Attachment required)

Bidder is required to meet each of the qualification of Bidder requirements as identified in Attachment B. Attachment B to be filled out and submitted/uploaded with Bid response including any additional forms/certifications/supporting documents listed in Attachment B.

Attachment C - Bid Form

(Attachment required)

Bidder to complete Attachment C and submit/upload with Bid response

Attachment D - Questionnaire

(Attachment required)

Bidder to complete Attachment D and submit/upload with Bid response including any additional forms/certifications/supporting documents listed in Attachment D.

Attachment E - Drug Free Work Place Form

Bidder that meets the requirements for Attachment E is to complete Attachment E and submit/upload with Bid response

Business Tax Receipt

Bidder to submit/upload their current Business Tax Receipt for their business location. Bidder shall comply with Business Tax Receipt requirements for their business location. Bidders with a business location that does not utilize a Business Tax Receipt, this attachment is not applicable.

Bidder is registered with their State of Origin

Bidder to submit/upload proof their firm name is registered with their State of Origin. (Sunbiz may be used for proof of firm name and registration)

Proof of Insurance

Bidder to submit/upload their proof of insurance as detailed in the Special Conditions with Bid response

Product Information & Descriptive Literature Submitted

Bidder to submit/upload product information and descriptive literature as detailed in the Technical Specifications and Statement of Work, section 2.01.

Material Safety Data sheets (MSDS)

Bidder to submit/upload the Material Safety Data sheets (MSDS) for wastewater sludge polymer as detailed in the Technical Specifications and Statement of Work, section 2.01.

Supplier Information

Company Name: Polydyne Inc.

Contact Name: Boyd Stanley, Sr. Vice-President

Address: 1 Chemical Plant Road

Riceboro, GA 31323

Phone: 912-880-2035

Fax: 912-880-2078

Email: bids@polydyneinc.com

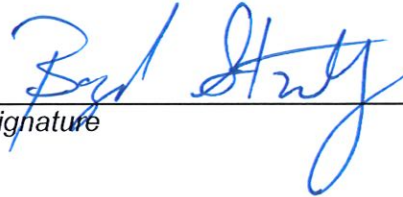
Supplier Notes

I hereby confirm authorized signature is as provided in the Bid response, Bidders Certification form

Boyd Stanley, Sr. Vice-President

Print Name

Signature



GENERAL TERMS AND CONDITIONS

These general terms and conditions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

1 INSTRUCTIONS TO BIDDERS

- 1.1 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- 1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at <https://www.myboca.us/253/Tabulations-Award-Recommendations>.
- 1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific commodity code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting <https://www.myboca.us/244/Supplier-Registration>
- 1.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.
- 1.5 Bidders are encouraged to submit their Bid document via electronic submission.. Bidder's submitting a hard copy Bid in person or by mail should use the proposal forms provided by the City. Failure to use the City ITB forms may cause the Bid to be rejected. No Bid shall be accepted by facsimile, and therefore, any Bid submittals sent via facsimile shall be rejected by the City.
- 1.6 For hardcopy Bid submittals, the following applies: (1) Bid shall be submitted directly to the Purchasing Office (Room 105) at 201 W. Palmetto Park Road, Boca Raton, FL, 33432 in a sealed opaque envelope; (2) Any erasures or corrections on the ITB forms must be made in ink and initialed by Bidder; (3) All information submitted by the Bidder in the Bid document shall be printed, typewritten or handwritten in ink; (4) Bids shall be signed in ink; (5) When a particular ITB requires multiple copies of Bids, all must be included in a single envelope or package properly sealed and identified with the Bid number and name of Bidder on outside of the package.
- 1.7 Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.
- 1.8 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx> or contact the Purchasing Division at 561-393-7871 to determine if addendums were issued to any particular ITB and to obtain such addendums from the Purchasing Division Online bidding website. The City will make every effort to notify registered Bidders by email that an addendum has been made to the Bid. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.
- 1.9 NO BIDS: If you do not intend to Bid, please indicate the reason and return a no-bid response to the City. Failure to Bid or return no Bid comments, prior to the Bid due date, may result in your firm being deleted from the City's Bidder registration system.

2 DEFINITIONS:

2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

Award – The written notice of the acceptance of a Bid deemed by the proper authority of the City to be in the best interests of the City.

Bid – a price and terms quote received in response to an ITB.

Bidder/Supplier – Person or firm submitting a Bid.

Business Days - Monday through Friday, excluding National Holidays

Calendar Days – Monday through Sunday, including National Holidays

Contract – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.

Contractor – Successful Bidder who is awarded a Purchase Order, award Contract, or Term Contract to provide goods or services to the City.

Days – Calendar Day, Monday through Sunday, including National Holidays

Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.

May – Denotes the permissive.

Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.

Shall – Denotes the imperative.

Successful Bidder - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.

3 BIDDING AND AWARD PROCEDURES

3.1 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.2 AWARD AND REJECTION OF BIDS:

The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:

(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the Contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.3 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each

item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

- 3.4 **MISTAKES:** Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Bidder's total will be corrected accordingly.
- 3.5 **TAXES:** The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the Successful Bidder with an exemption certificate or it may be obtained from the City's website at <https://www.myboca.us/239/Supplier-Information-Help>. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.
- 3.6 **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.
- 3.7 **CONTRACTOR LICENSE:** The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 3.8 **WARRANTIES OF USAGE:** Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.
- 3.9 **ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.
- 3.10 **MINIMUM AND MANDATORY SPECIFICATIONS:** The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications and statement of work to be acceptable to all Bidders and all objections are waived by the Bidder.
- 3.11 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.
- 3.12 **PUBLIC RECORDS:** Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.
- 3.13 **DRUG FREE WORKPLACE PROGRAMS:** Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by

the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

- 3.14 **LEGAL REQUIREMENTS:** Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof. Lobbyist Registration Forms are available at:
<https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f>
- 3.15 **PROCUREMENT CODE:** A copy of the Procurement Code is available for your review at
<https://www.myboca.us/239/Supplier-Information-Help>.
- 3.16 **PUBLIC ENTITY CRIMES:** In accordance with the provisions of paragraph (2)(a) of Section 287.133, 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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids 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 for a period of 36 months from the date of being placed on the convicted vendor list.
- 3.17 **CODE OF ETHICS/CONE OF SILENCE:** If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida. Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
<https://www.myboca.us/230/Purchasing-Division>
- The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountylethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.
- 3.18 **NON-COLLUSION:** Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).
- 3.19 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

4 INSURANCE

- 4.1 **INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this Contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

- 4.2 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

5 PURCHASE ORDER AND CONTRACT TERMS:

- 5.1 **METHOD OF ORDERING:** Items shall be ordered via an individual purchase order.
- 5.2 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

- 5.3 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.
- 5.4 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES:** Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.
- 5.5 **CHANGES / MODIFICATIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the awarded Bid and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or Contract.
- 5.6 **PAYMENT TERMS, CASH DISCOUNTS AND INVOICES:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.
Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- (a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Contract or purchase order document, submitted to:
invoices@myboca.us or
City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432
PH: 561-393-7727
 - (b) All invoices submitted shall: consist of an original; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".
 - (c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Bidder's Business name and address for payment.
- 5.7 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.
- 5.8 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.
- 5.9 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting Contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this Contract shall do so independent of any other governmental entity.
- 5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.
- 5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract. Any assignment, sale, pledge or conveyance of this Contract by Contractor must be previously approved in writing by the City.
- 5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- 5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.14 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel Contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor

under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

- 5.15 **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract, and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.
- 5.16 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the Contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this Contract for a minimum of (1) year beyond the last day of the Contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this Contract for the duration of the Contract and for one year following the last day of the Contract.
- 5.17 **POST SALE AUDIT ADJUSTMENT:** All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the Contract.
- 5.18 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.
- 5.19 **CONTRACTOR REGISTRATION:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.
- 5.20 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.21 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement.
- 5.22 **COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE:** Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, "Display of Identification on Trucks and Related Commercial Vehicles", which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.
- 5.23 **GOVERNING LAW AND VENUE:** Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.
- 5.24 **NON-DISCRIMINATION:** The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.
- 5.25 **CITY POLICIES:** Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and

Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the Contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the Contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or Vendors on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

1) Keep and maintain all public records related to the performance of the services.

2) Upon request from the City's custodian of public records, provide the 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.

4) Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Agreement, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this Contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

C. Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

D. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract

and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

- E. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

5.29 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

TECHNCIAL SPECIFICATIONS AND STATEMENT OF WORK
BID NO. 2021-059

PART I STATEMENT OF WORK

1.01 SCOPE

The purpose of this Bid is to obtain a polymer suitable to thicken and dewater wastewater sludge for the City's Wastewater Treatment Plant at the most cost-effective level on an as needed basis annually.

PART II TECHNCIAL SPECIFICATIONS

2.01 POLYMER SPECIFICATIONS

Bidder is required to submit product information and descriptive literature to validate that product being bid meets the following specifications:

- a. cationic polyelectrolyte
- b. high molecular weight
- c. have a ≥ 9 month shelf life
- d. shall require no mixing if stored for 30 day period
- e. emulsion/dispersion type
- f. non toxic and non combustible
- g. supplied in 4000 gallons per bulk delivery (As optional Bid Item, supplied in 275 gallon mega drums)
- h. satisfactory application with Stranco Polyblends

Product bid shall meet the specifications requirements as detailed, during the entire contract term, and product shall have a valid Material Safety Data Sheet (MSDS) for the product bid.

The Bidder is required to provide Material Safety Data sheets (MSDS) for wastewater sludge polymer with their Bid response and at any time during the award period.

2.02 QUALITY CONTROL

Bidder and/or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid. During the term of the contract, any change in product formulation by the manufacturer shall require written notification to the Utility Services Administration, Attention: Quality Control Manager and a new product evaluation may need to be performed. If the product fails to meet the City's requirements, the City has the right to go to the second most cost effective Bidder or cancel the Bid, whichever is in the best interest of the City.

PART III TESTING PROCEDURES

3.01 TESTING PROCEDURE – STEP 1 - Preliminary (Bench Scale Testing) For Bidders

The City will allow Bidders' use of the Utility Services Laboratory located at 1401 Glades Road, Building 48 in order to facilitate preliminary testing of product to be submitted for the Bid. All Bidders interested in testing their product(s) shall contact Steve Roberge, WWTP Superintendent, at 561-338-7331 or Ed Catalano at 561-338-7332 to make an appointment for bench scale testing of product they plan to test/submit. Appointments shall be scheduled and completed during the week of **Monday September 13, 2021 through Friday September 17, 2021**. Bidders are urged to schedule their appointments at least three (3) business days in advance to secure day and time for testing.

Testing will be conducted using Bidder's equipment in a laboratory setting. No testing on full scale equipment is allowed.

3.02 TESTING PROCEDURE – STEP 2 – Sample (Full Scale Testing) For Bidders

Following Bid opening, the City shall conduct testing on the three lowest priced products being offered from responsive responsible Bidders. Bidders shall supply to the City, at no charge, approximately 405 lbs. of polymer product bid, in containers weighing no more than 45 lbs. each, including product. Samples shall be clearly identified with the name of the Bidder, product name, and description of product. Bidder is responsible for delivery charges associated with providing the sample. Sample product which is not utilized in testing will become the property of the City of Boca Raton.

Samples shall be received by the City within three (3) business days from City's request. Failure to provide samples within requested time frame may result in Bid being considered non-responsive. Material Data Safety Sheets (MSDS) must be provided together with and at the same time samples are being delivered to the City.

3.02.1 TESTING PROCESS – By City Staff

City staff will conduct the polymer performance testing at the City's Wastewater Plant Location. City will use sample products and City staff shall perform the final full-scale testing without vendor representatives in attendance.

For Thickening (Gravity Belt Thickener)

1. The City Wastewater Treatment Plant **thickens** waste activated sludge using Koline gravity belt thickeners (GBT).
2. Polymer is then applied by Stranco Polyblend Units to GBTs.

The product must achieve the following minimum standards to be considered for further evaluation:

For Thickening (Gravity Belt Thickener)

1. Thickened Sludge of $\geq 6.0\%$ solids
2. Capture rate of $\geq 93\%$

For Dewatering (Belt Filter Press)

1. The City **dewateres** anaerobically digested sludge using Andritz 14 Roll Belt Filter Presses (BFP).
2. Polymer is applied by Stranco Polyblend units to BFP Units.

The product must achieve the following minimum standards to be considered for further evaluation:

For Dewatering (Belt Filter Press)

1. Dewatered cake of $\geq 15.0\%$ solids
2. Capture rate of $\geq 95\%$

3.03 BID EVALUATION – STEP 3 - After All Testing Is Completed

Bid will be awarded to a responsive responsible Bidder that can achieve the minimum required standards on the most consistent basis. Completing and evaluation of test results will require at least 3-4 weeks. Products that can achieve minimum standard spread will be tested further, minimum of ten (10) trials over a minimum of two (2) days. Evaluation will be based on an overall polymer cost to treat 1 ton of dry solids to determine lowest responsive responsible Bidder in accordance with the testing criteria outlined herein. Test results will be the final determining factor in making the Bid award. A copy of the City Test Results will be available by contacting Purchasing Division.

3.04 BID AWARD FORMULAS

The supplier whose polymer meets performance standards based on actual equipment testing at the lowest cost will be awarded the Bid. The following formulas will be used:

- For Cost per Dry Ton: $(\text{polymer dosage in lbs./dry ton}) \times (\text{Bid price/lbs.}) = \text{cost/dry ton}$
- For Polymer Dosage: $(\text{polymer lbs.} \times 2000) \text{ divided by } (\text{sludge lbs.}) = \text{lbs. of polymer/dry ton}$
- For Sludge Feed Rate: $(\text{GPM of sludge}) \times (8.34) \times (\% \text{ of concentration of sludge}) = \text{lbs. of sludge}$
- For Capture Rate: $\frac{\% \text{ cake } (\% \text{ feed} - \% \text{ filtrate}) \times 100}{\% \text{ feed } (\% \text{ cake} - \% \text{ filtrate})}$

Background Information/Target Range

Based on previous sludge production, the following results are considered to be the average

Thickening: Waste sludge flow of approximately 175-250 GPM with a concentration ranging from 4500 to 7500 mg/1 TSS is typical. Annual average product of waste activated sludge is approximately 2500 dry tons.

Dewatering: Feed sludge flow of approximately 100 gallons per minute (GPM) with a concentration of 2.0 to 2.5 % TS is typical. Annual average production of digested sludge is approximately 2700 dry tons.

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CITY OF Boca Raton

PURCHASING DIVISION
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Invitation to Bid BID NO. 2021-059 Wastewater Sludge Polymer Bulk Truck Load Delivery

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Attachment B: Qualification of Bidder Form
Attachment C: Bid Form
Attachment D: Questionnaire
Attachment E: Drug Free Workplace Form
Exhibits
Exhibit CMT

SPECIAL CONDITIONS

PART I - INSTRUCTION TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Wastewater Sludge Polymer, Bid Number 2021-059.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid shall be received prior to 3:00 p.m. local time (Boca Raton, FL) on September 28, 2021.**

Bidder is directed to the Response Attachments section of the electronic bidding system for requested attachments to be completed and submitted with the Bid response.

1.2 PURPOSE

The purpose of this Bid is to provide a polymer suitable to thicken and dewater wastewater sludge for the City's Wastewater Treatment Plant at the most cost effective level on an as needed basis, annually.

1.3 HOW TO RESPOND TO THIS BID

Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.

- A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required Bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic Bid system.

- B. Delivery of the Bid response as a sealed paper Bid response.
The City will receive Bids at the following address:

City of Boca Raton
City Hall / Attn: Purchasing Division, Room 105
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. The envelope shall be identified on the outside with the Bidder's name and address, and the notation: "Bid No. 2021-059, Wastewater Sludge Polymer".
- ii. Bidders are instructed to enter building through the front entrance door (North side of City Hall Building) when hand delivering Bids.
- iii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at that reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.
- iv. Bidders are responsible for verifying that they have received and viewed all Bid pages. Bidders are requested to submit an original and no copy of their Bid document for review by the City. Each applicable response attachment as provided in the electronic bidding system are to be printed and submitted in accordance with the instructions for each specified attachment.

1.3.1 Rejected Bid Response

A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected. As indicated above, the City's electronic bid system will not accept Bid responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

1.3.2 Viewing of Bid Response

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

In addition to General Condition Item 1.7, the City utilizes "Go To Meeting" as their Communications Media Technology (CMT) as fully detailed in Exhibit CMT for the public Bid opening.

1.4 INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least (7) business days prior to the Bid due date at the address listed below.**

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request which shall reach the City at the address listed below at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

Inquiries shall clearly address the Bid number and Bid title in the subject line and be addressed to the City's Purchasing Division at:

City of Boca Raton/Purchasing Division, Room 105
201 W. Palmetto Park Road

Boca Raton, Florida 33432
Attn: City procurement contact: Neil Phillips

Or by Email
Email: nphillips@myboca.us

Oral explanation given before the opening of the Bid will not be binding. Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding.

PART II DEFINITIONS

2.1 DEFINITIONS/ACRONYMS

Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

TL: Truckload

MSDS: Material Safety Data Sheet

GPM: Gallons per Minute

TS: Total Solids

PART III BIDDING AND AWARD PROCEDURES

3.1 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

3.2 QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Attachment B, Qualification of Bidder Form. The Bidder should submit Attachment B, Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form, Attachment B.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN ATTACHMENT B, QUALIFICATION OF BIDDER FORM.

3.3 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to warrant that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.4 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City. Moreover,

the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.5 RESERVED

3.6 RESERVED

3.7 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.9 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's Bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.8 RESERVED

3.9 METHOD OF AWARD

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

- The City reserves the right to award to a single Bidder on an all or none basis. The optional bid item will not be considered in the Bid award evaluation. Bidders are not required to bid the optional bid item.
- Award will be awarded to a responsive, responsible Bidder who has the most cost effective product that will thicken and dewater wastewater sludge based on the City's testing process identified in the Technical Specifications and Statement of Work, Item 3.01 – 3.04.

Award for the optional Bid item will be made to the Bidder awarded the wastewater sludge polymer.

3.10 TIE BID RESPONSES

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

- A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.
- B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

3.11 POST AWARD MEETING

Within 5 days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Ordering procedures
- Tracking of orders / back order communication
- Return authorizations
- Check in and check out procedures
- Scheduling of services and delivery notification
- Contact lists and phone numbers
- Security/Entry of Buildings
- Equipment to be used and adherence to safety requirements

A City Project manager will arrange for the post award meeting.

City Project Managers:

- Steve Roberge, sroberge@myboca.us, phone 561-338-7331
- Eddie Catalano, ecatalano@myboca.us, phone 561-338-7332

PART IV INSURANCE REQUIREMENTS

Proof of ability to obtain insurance to be submitted with Bid document unless exempted.

4.1 COMMERCIAL GENERAL LIABILITY

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.2 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.3 BUSINESS AUTOMOBILE LIABILITY

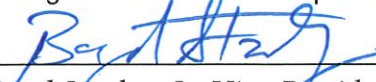
Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

Polydyne Inc.
_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,
Polydyne Inc.
_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: 
Boyd Stanley, Sr. Vice-President

4.4 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.5 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@myboca.us.
2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the Purchasing Division by email to Purchasing-Insurance@myboca.us.

PART V PURCHASE ORDER AND CONTRACT TERMS

5.1 CONTRACT

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

5.2 CONTRACT PERIOD AND AUTOMATIC RENEWAL

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a one (1) year term **automatically** renewed thereafter for three, one year renewal periods subject to termination clause(s) as provided herein.

Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

5.3 ANNUAL COST ADJUSTMENT

Prices quoted shall be firm for year one (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1. Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.

3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bonafide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if adjustments are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

RESERVED

5.4 METHOD OF ORDERING

Multiple purchase orders will be issued by the City. Purchase order(s) will be issued for each fiscal year of the Contract term. The authorized using Department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this Bid are applicable. Only awarded Bid items may be purchased on a Purchase Order and Contractor is to take all necessary steps to only provide awarded Bid items. Invoices must reference purchase order number.

5.5 DELIVERY

Delivery is required within seven (7) business days after an order is placed by the Utility Services Department. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within required time period may result in Contract cancellation. Deliveries must be made during normal working hours unless the City has approved in writing any other acceptable delivery times. Carrier shall provide City contact with at least twenty-four (24) hours advance notice prior to scheduling. Coordination of all deliveries shall be made with one of the following City of Boca Raton contacts:

- **Steve Roberge, WWTP Superintendent, Utility Services, 561-338-7331, sroberge@myboca.us**
- **Ed Catalano, WWTP Supervisor, Utility Services, 561-338-7332, ecatalano@myboca.us**

Delivery shipments shall be made in bulk (full truckload) via a 3" male camlock fitting. Contractor must provide capability to offload via pneumatics only.

The City may request smaller deliveries in 275 gallon mega drums (standard industry tote size) for emergency situations. This is listed under Optional Bid Item on Attachment C, Bid Form.

5.6 DEFAULT FOR DELIVERY TIME REQUIREMENTS

In the event that the Contractor cannot provide the equipment/services within the delivery time as submitted in their Bid response or such time as extended by the City Project Manager in writing, the City may then consider said inability to be a breach of this Contract and may terminate the Contract and cancel the order and current purchase order(s) and award to the next lowest responsive responsible Bidder.

5.7 QUANTITY

The quantities shown are estimated as an annual requirement. The anticipated usage during the contract term is 200,000 lbs. The City will place approximately eight (8) orders per year.

The City of Boca Raton reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

The estimated quantities are used by the City for purposes of determining the mathematical calculations for Bid evaluation.

5.8 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.3 and 5.6, the City of Boca Raton will pay 100% of the Contract price for each order after all items have been delivered and accepted by the City. The using department will make final inspection of the material covered by this Bid when it is delivered in accordance with the specifications and must be approved before payment is made.

5.9 AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by the City. Contractor is responsible for all packaging, shipping, and logistics in order for the City to return the goods. The City may return, for full credit, any goods received which fail to meet the City's performance standards.

Replacement goods meeting the Bid specifications shall be submitted within an agreed upon delivery time after notice of rejection of the non-conforming goods. There shall be no additional fees associated with the delivery of the replacement goods.

At the option of City, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Contractor shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

Payment will be withheld until replacement goods are delivered meeting the specifications herein.

Unsatisfactory performance may result in the termination of the Contract

5.10 PURCHASE ORDER DURATION

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions, even when such extended delivery will occur after the expiration date of the Contract.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

5.11 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.12 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.13 E-VERIFY

Should Bidder become the Successful Bidder for Bid No. 2021-059, by entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section

448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

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EXHIBIT CMT
CITY OF BOCA RATON
PURCHASING DIVISION VIRTUAL PUBLIC MEETING PROCEDURES
UTILIZING COMMUNICATIONS MEDIA TECHNOLOGY (CMT)

1. Intent.

The intent of these Virtual Public Meeting procedures ("Procedures") is to conduct official business in accordance with Florida Statutes and/or to meet the requirements of the Procurement Code of the City of Boca Raton. It is the intent of the City to provide an equitable and efficient method to provide public access to all matters that are to be addressed through public meetings ("Proceedings").

Sealed Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. The public Bid opening will also be made available using CMT.

2. Definitions.

The following words, terms and phrases, when used in these Procedures, and notwithstanding any other definitions in the City Code, shall have the following meaning:

Attendees. shall mean members of the general public, Bidders and City employees who wish to view Proceedings via CMT.

Virtual Public Meeting Procedures and Technical Information for CMT Meetings. The technical information for CMT Meetings (utilizing the Go To Meeting platform/Application ("App")), as detailed below, and a copy of these Procedures shall be posted on the City website at: Current Bid Opportunities, <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx>.

3. General Procedures.

- (a) *Proceedings.* The Proceeding will be held through the use of CMT (electronic transmission of printed material, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available, as provided in Section 120.54(5)(b)(2), Florida Statutes), which is accessible to all Attendees, to the extent technologically practicable.
- (b) *Attendance.* The Purchasing Division will make its best efforts to take attendance at a Proceeding, to the extent technologically practicable through the CMT.
- (c) In the event the City's CMT malfunctions during the Proceeding for a public bid opening, the Purchasing Division shall use its best efforts to address the malfunctions, however the public bid opening will go forward as scheduled. Malfunction of an Attendee's CMT equipment, including, but not limited to computer and/or telephone, shall not result in re-scheduling of the Proceeding.

4. Technical Information for CMT Proceedings.

The Bid package will include instructions, as detailed below, for accessing Proceedings using CMT, which instructions will also be available on the City's website at: Current Bid Opportunities, <https://brpurch.ionwave.net/CurrentSourcingEvents.aspx>.

- (a) *Public Bid Openings* – Please note that Attendees may view and/or listen to the opening of the Bids but may not participate, or provide comments, or ask questions.

5. Technical Information for CMT.

- Mute: Attendees will be automatically placed in Listen Only (mute) mode during the Meeting. The Meeting organizer (Staff) will control mute/unmute.
- Live Video: Attendees will have their video capabilities automatically placed on off mode.
- Attendance: In order to keep a log with attendance, all Attendees are requested to type their name and the name of the supplier/contractor represented, if any, under the chat feature.
- First Time Using Go To Meeting: Attendees may get the Go to Meetings App in advance by clicking on the link provided below.

Go To Meeting Application:

Bid opening 2021-059 Wastewater Sludge Polymer

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/658679429>

You can also dial in using your phone.

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 658-679-429

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/658679429>

BID PRICES/RATES

BID NO. 2021-059

1.1 Prices and Rates

Bidders shall provide their prices and rates using the Attachment C, Bid Form provided in the City of Boca Raton online bidding system as identified in the attachments tab.

1.2 Unit Pricing

Bidders are directed to the Method of Award Language in the Special Conditions for requirements related to the line items/groups that are or are not required to be bid on.

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(This form must be signed in the presence of a Notary Public)

*Bidder must submit proof that their firm name is registered with their State of origin.

*Name of Bidder: Polydyne Inc.

(Firm Name as Registered with their State of origin)

Federal I.D. No.: 34-1810283

Above Bidder is: ☒ Corporation ☐ Limited Liability Corporation
 ☐ Sole Proprietorship ☐ Partnership/Joint Venture

Business Address:

Street Address : One Chemical Plant Road
(P.O. Box Address is not permitted)

City, State, Zip: Riceboro, GA 31323

Mailing Address: (☒) check if same as Business Address above

Street Address: _____

City, State, Zip: _____

Business Phone No: 912-880-2035

Business Fax No.: 912-880-2078

Authorized Signer:

Name of Authorized Signer: Boyd Stanley

Title of Authorized Signer: Sr. Vice-President

President or other Authorized Officer/Member/Manager

Email for Authorized Signer: bids@polydyneinc.com

Authorized Written Signature:

STATE OF Georgia COUNTY OF Liberty Boyd Stanley, Sr. Vice-President

STATE OF: Georgia COUNTY OF Liberty

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this 23rd day of September, 2021, by Boyd Stanley _____, who is personally known to me _____.

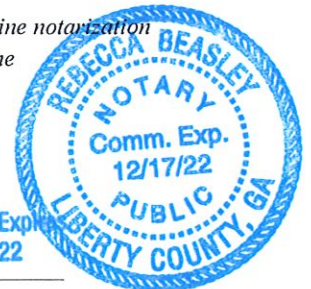
For who has produced (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) (XXXXXXXXXXXX)

NOTARY PUBLIC SIGNATURE: 

NOTARY NAME: Rebecca Reagle

Commission Number: NA My Commission Expires: Dec. 17, 2022

Commission Number: MA My Commission Expires: Dec. 17, 2022



ATTACHMENT B
QUALIFICATION OF BIDDER FORM
BID NO. 2021-059

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Attachment B, Qualification of Bidder Form. The Bidder should submit Attachment B, Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form, Attachment B.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Name of Bidder: Polydyne Inc.

Qualification Requirement No. 1

Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts supplied with the proposed product, for thickening and dewatering wastewater sludge, within the time range of 8/1/2017 to 8/1/2021. Public Entity is as defined in the Special Conditions.

Reference No. 1

Public Entity Name	Mobile Area Water and Sewer System
Address	1600 Yeend Street
City, State, Zip	Mobile, AL 36603
Contact Name & Title	Zach Butler
Contact Email:	zbutler@mawss.com
Contact Phone No.	(251) 378-3482
Dates Product Provided	12/1/18 - 11/30/21
Brand /Part No. of Product Supplied	Clarifloc SE-1166
Number of deliveries per year	3-4 per year
Delivery and Packaging Requirements:	Bulk- Common Carrier

Reference No. 2

Public Entity Name	Town of Niskayuna
Address	2913 Whitman Drive
City, State, Zip	Niskayuna, NY 12309
Contact Name & Title	Keith Moore
Contact Email:	KMoree@niskayuna.org
Contact Phone No.	(518) 813-5425
Dates Product Provided	3/1/19 - 3/31/22
Brand /Part No. of Product Supplied	Clarifloc NE-2281
Number of deliveries per year	6 per year
Delivery and Packaging Requirements:	Drums - Common Carrier

Reference No. 3

Public Entity Name	Delaware County R.A. (DELCORA)
Address	3201 W. Front St.
City, State, Zip	Chester, PA 19016
Contact Name & Title	Steve Casella

Contact Email:	_____
Contact Phone No.	<u>(610) 876-5523</u>
Dates Product Provided	<u>6/1/17 - 5/30/23</u>
Brand /Part No. of Product Supplied	<u>Clarifloc C-6265</u>
Number of deliveries per year	<u>12 per year</u>
Delivery and Packaging Requirements:	<u>Bulk/Totes - Common Carrier</u>

Qualification Requirement No. 2

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the "Signature of Bidder" form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: 20+ Years

Bidder to submit proof for years their firm has been in business as an attachment.

Bidder to confirm attachment is submitted Yes X No _____

ATTACHMENT C

BID FORM

BID NO. 2021-059

Item No.	Description	Estimated Annual Quantity	Unit Price	Total Price (Price per lb. x Estimated Annual Quantity)
1	Wastewater Sludge Polymer used for Thickening and Dewatering Application- Bulk (TL) Delivery	200,000	\$ 1.70 / LB	\$ 340,000.00
Product Name: _____ Clarifloc SE-1091 _____		Product Weight 8.55 (lbs. per gallon)	Bulk Full Truckload (TL) Capacity 5,000 gallons/TL	Delivery Time ARO (After Receipt of Order) 7 Days A.R.O. DAYS (must be 7 business days or less)

Optional Bid Item (Refer to Special Conditions, item 5.6 Delivery)

Item No.	Description	Estimated Annual Quantity	Unit Price
1	Wastewater Sludge Polymer used for Thickening and Dewatering Application delivered in 275 gallon mega drums	2,400	\$ 1.82 / LB

Bidder Name: Polydyne Inc.

ATTACHMENT C

BID FORM

BID NO. 2021-059

Item No.	Description	Estimated Annual Quantity	Unit Price	Total Price (Price per lb. x Estimated Annual Quantity)
1	Wastewater Sludge Polymer used for Thickening and Dewatering Application- Bulk (TL) Delivery	200,000	\$ 1.70 / LB	\$ 340,000.00
Product Name: <u>Clarifloc SE-1091</u>		Product Weight <u>8.6</u> (lbs. per gallon)	Bulk Full Truckload (TL) Capacity <u>5,000</u> gallons/TL	Delivery Time ARO (After Receipt of Order) <u>7 Days A.R.O.</u> DAYS (must be 7 business days or less)

Optional Bid Item (Refer to Special Conditions, item 5.6 Delivery)

Item No.	Description	Estimated Annual Quantity	Unit Price
1	Wastewater Sludge Polymer used for Thickening and Dewatering Application delivered in 275 gallon mega drums	2,400	\$ 1.82 / LB

Bidder Name: Polydyne Inc.

ATTACHMENT D
QUESTIONNAIRE
BID NO. 2021-059

The Bidder guarantees the truth and accuracy of all statements and answers herein contained.

Name of Bidder: Polydyne Inc.

-
1. Name of individual to contact with questions regarding Bid submittal:
Name/Title: Boyd Stanley, Sr. Vice-President
Phone: 912-880-2035 Email: bids@polydyneinc.com
 2. Contact person for Insurance Certificate:
Name Nellie Verdejo
Phone: 212-488-1825 Email: nellie.verdejo@epicbrokers.com
 3. Contact person for Accounts Receivable who is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:
Name Reggie Lee Title Accounts Receivable Manager
Phone: 880-2056 Email: rlee@snfhc.com
 4. Description of the physical plant and facilities to supply the City:
The manufacturing facility is located at One Chemical Plant Road, Riceboro, GA 31323.
The facility has the capacity of 170,000 dry tons of polymer per year.
 5. Method of shipment (MAJOR COURIER SERVICE FIRM SUCH AS, UPS, FEDEX, ETC.):
Common Carriers
 6. Listing of office hours and Office personnel for coordination of service:
Office Hours: 8:00 a.m. - 5:00 p.m. EST
 - Contact Information for order placement:
Name: Heather James
Phone: 800-848-7659, Ext. 8735 Email: hjames@snfhc.com
 - Contact Information for Delivery:
Name: Heather James
Phone: 800-848-7659, Ext. 8735 Email: hjames@snfhc.com
 7. Contact person regarding obtaining sample product (Technical Specifications item 1.04):
Name: Chris Cherp, Technical Sales Representative
Phone: 941-9961-399 - Cell Email: bids@polydyneinc.com
941-685-5435 - Office

ATTACHMENT D

QUESTIONNAIRE

BID NO. 2021-059

8. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid (Technical Specifications and Statement of Work, item 2.02.)

- Detail the Quality Control Program in place or submit as an attachment:

ISO 9001 and RCMS - Both certifications are attached

- Quality Control program is in place at Riceboro plant location
- Provide contact info for the person responsible for the Quality Control Program:

Name: Sheri Blystone

Phone: 912-880-8007 Email: Sblystone@snf.us

MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-02248-2006-AQ-HOU-ANAB

Initial certification date:
22 April, 1996

Valid:
28 January, 2021 – 16 December, 2023

This is to certify that the management system of

SNF Holding Company

1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA

and the sites as mentioned in the appendix accompanying this certificate

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers

Place and date:
Katy, TX, 28 January, 2021

For the issuing office:
DNV GL - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-
5164, USA



Sherif Mekkawy
Management Representative

Certificate no.: CERT-02248-2006-AQ-HOU-ANAB
Place and date: Katy, TX, 28 January, 2021

Appendix to Certificate

SNF Holding Company

Locations included in the certification are as follows:

Site Name	Site Address	Site Scope
SNF Holding Company	1 Chemical Plant Road, Riceboro, GA, 31323-3253, USA	Design, Production and Sale of Polyacrylamide and Related Polymers and Monomers
Chemtall Inc. Plant Site	1 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage, shipping for all locations
Florcyl LLC Acrylamide	3 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, receiving, operations, QC lab, packaging, storage
Florcyl LLC Acrylates Plant	674 Chemical Plant Road, Riceboro, GA, 31323, USA	Site Management, receiving, operations, QC lab, packaging, storage
SNF Flopam - Plaquemine	26790 Hwy 405, Plaquemine, LA, 70764, USA	Site Management, order scheduling, receiving, limited R&D, operations, QC lab, packaging, storage
SNF Polychemie dba SNF Holding	Port Bienville Ind Park, Road D, Pearlinton, MS, 39572, USA	Site Management, order scheduling, receiving, operations, QC lab, limited R&D activities, packaging, storage
SNF Polydyne Manufacturing	13931 S Indiana Avenue, Dolton, IL, 60419, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	10 Stauffer Industrial Way, Taylor, PA, 18517, USA	Site Management, receiving, operations, QC lab, packaging, storage
American Chemical Services	11201 McCorkle Avenue, Marmet, WV, 25315, USA	Blending and distribution of polymer products including those for the coal mining industry
SNF Polydyne Manufacturing	38070 Van Born Road, Wayne, MI, 48148, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage
SNF Polydyne Manufacturing	4690 Worth Street, Los Angeles, CA, 90063, USA	Site Management, order scheduling, receiving, operations, QC lab, packaging, storage

MANAGEMENT SYSTEM CERTIFICATE

Certificate No:
10000241968-MSC-ANAB-CAN

Initial certification date:
23 January 2020

Valid:
23 January 2020 - 22 January 2023

This is to certify that the management system of

SNF Holding Company

One Chemical Plant Road, Riceboro, GA, 31323, USA

has been found to conform to the Management System standard:

RCMS: 2013

This certificate is valid for the following scope:

Administrative and support services for manufacturing water soluble polymers

Place and date:
Katy, TX, 23 January 2020




For the issuing office:
DNV GL - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164,
USA

Sherif Mekkawy
Management Representative

STATEMENT OF EXPERIENCE AND BUSINESS STANDING

POLYDYNE INC. ("POLYDYNE") is a wholly owned subsidiary of SNF HOLDING COMPANY ("SNFHC"). POLYDYNE is the largest supplier of water-soluble polymers to the municipal market in the United States. In addition to POLYDYNE, SNFHC operates nine manufacturing plants in the United States. We are a fully integrated manufacturing company and produce several of our key raw materials. POLYDYNE is also the only polymer supplier that offers a full range of polymers, i.e. powders, emulsions and solutions. Worldwide our company has been in operation for over 25 years.

POLYDYNE'S exclusive charter is to be the direct marketing organization for all SNFHC produced products, to the municipal market, in the United States, particularly those requiring "Manufacturer Only". POLYDYNE delivers all items ordered by its customer via common carrier. Trained technical representatives are available twenty-four (24) hours a day, seven (7) days a week to service customers' needs.



Boyd Stanley, Sr. Vice-President

ATTACHMENT E

DRUG-FREE WORKPLACE FORM

BID NO. 2021-059

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

Polydyne Inc.

does:

(Name of Business/Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Signature of Bidder

9/23/21

Boyd Stanley, Sr. Vice-President

Name Printed

Date