



**THIRD AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND POLYDYNE, INC. FOR POLYMER
(No. OPN2118441B1)**

This Third Amendment ("Third Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Polydyne, Inc., a foreign corporation registered to transact business in the State of Florida ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. The Parties conducted a competitive solicitation for polymer, No. OPN2118441B1, which was awarded to Contractor, dated August 20, 2019 (the "Original Agreement").

B. The Original Agreement has been amended to date by two (2) previous amendments which, among other things, increased the unit price for polymer for wastewater belt presses. The Original Agreement, as amended by the first and second amendments, is referred to herein as the "Agreement."

C. The Agreement provided for a two (2) year initial term and three (3) optional renewal terms, with each renewal term lasting for a period of one (1) year, for a potential total duration of five (5) years. The Director of Purchasing has exercised each of the one-year renewal terms; thus, the Agreement will terminate on August 19, 2024.

D. The Parties now desire to further amend the Agreement to: (i) provide for an additional five (5) optional renewal terms, each one (1) year in duration, for a potential total of ten (10) years; (ii) provide for adjustments to increase the unit price for polymer for wastewater belt presses in each renewal term after August 19, 2024; and (iii) increase the maximum not-to-exceed amount for the Agreement by Eight Million Three Hundred Sixty-Six Thousand Five Hundred Thirty-One and 25/100 Dollars (\$8,366,531.25) for a new maximum not-to-exceed amount of Fourteen Million Six Hundred Eighty-Four Thousand Five Hundred Thirty and 25/100 Dollars (\$14,684,530.25).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Third Amendment shall be effective on the date of complete execution by the Parties ("Effective Date").
3. The Agreement is amended to include an additional five (5) optional renewal terms, with

each optional renewal term lasting one (1) year in duration. County's Director of Purchasing may exercise each such renewal term, subject to their determination regarding Contractor's satisfactory performance, determination that renewal will be in the best interest of County, and Contractor acceptance within thirty (30) days of County's issuance of the notification of intent to renew.

4. Notwithstanding any other provision of the Agreement, the applicable unit prices for all time periods after August 19, 2024, shall be the rates stated in **Exhibit A**, attached hereto and incorporated herein, and the applicable not-to-exceed amounts shall be as follows:

Period	Not-To-Exceed Amount
Initial Term and three (3) one-year renewal periods (through 8/19/24)	\$6,317,999.00
Fourth one-year renewal period (if exercised, through 8/19/25)	\$1,571,893.75
Fifth one-year renewal period (if exercised, through 8/19/26)	\$1,622,600.00
Sixth one-year renewal period (if exercised, through 8/19/27)	\$1,673,306.25
Seventh one-year renewal period (if exercised, through 8/19/28)	\$1,724,012.50
Eighth one-year renewal period (if exercised, through 8/19/29)	\$1,774,718.75
Total Agreement (inclusive of all renewal periods)	\$14,684,530.25

5. **Discriminatory Vendor and Scrutinized Companies List; Countries of Concern.** Contractor hereby represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that, as of the Effective Date, it is not, and for the remaining duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. As of the Effective Date, Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

6. **Verification of Employment Eligibility.** Contractor hereby represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Third Amendment will not violate that statute. If Contractor violates this section, County may immediately terminate the Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

7. Prohibited Telecommunications Equipment. Contractor hereby represents and certifies that as of the Effective Date, Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of the Agreement.

8. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor hereby represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the remaining duration of the Agreement.

9. Polystyrene Food Service Articles. Commencing on the Effective Date, Contractor agrees that it shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

10. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

11. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. Contractor acknowledges that through the date this Third Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

14. This Third Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 16 day of April, 2024, and Polydyne, Inc., signing by and through its Senior Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: *Kim Campbell*
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: *Nan Rich*
Digitally signed by NAN H.
RICH
Date: 2024.04.18 12:57:38
-04'00'
Mayor

____ day of _____, 20__



Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: Matthew Haber
Digitally signed by Matthew
Haber
Date: 2024.02.28 11:13:55
-05'00'
Matthew Haber (Date)
Assistant County Attorney

By: MICHAEL KERR
Digitally signed by MICHAEL
KERR
Date: 2024.02.28 11:29:10
-05'00'
Michael J. Kerr (Date)
Deputy County Attorney

MH/tb
Third Amendment - OPN2118441B1 – Polydyne
2/21/2024
1089302

**THIRD AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND POLYDYNE, INC. FOR POLYMER
(No. OPN2118441B1)**

CONTRACTOR

By: Boyd Stanley
Authorized Signer

Boyd Stanley, Sr. Vice-President
Print Name and Title

27th day of February, 2024

WITNESS/ATTEST:

Mark Schlag
Corporate Secretary or other witness
Mark Schlag, Treasurer



EXHIBIT A

UNIT PRICE BY YEAR

Line	Item	Description	UOM	Unit Price
1	OPN2118441B1_1_001	Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.17
2	OPN2118441B1_1_002	Effective August 20, 2022, Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.48
3	OPN2118441B1_1_003	Effective August 20, 2023, Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.55
4	OPN2118441B1_1_004	Effective August 20, 2024 , Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.55
5	OPN2118441B1_1_005	Effective August 20, 2025 , Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.60
6	OPN2118441B1_1_006	Effective August 20, 2026 , Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.65
7	OPN2118441B1_1_007	Effective August 20, 2027 , Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.70
8	OPN2118441B1_1_008	Effective August 20, 2028 , Polymer for wastewater belt presses. Mfg: Polydyne, Inc., Product: Clarifloc EA-149.	LBS	\$ 1.75