

March 8, 2023

Mr. Coy Mathis
City of Hollywood
2600 Hollywood Blvd., Room 303
Hollywood, FL 33022

Subject: Piggyback Contract Offer for the Purchase of Polymer
RE: Volusia County – Emulsified Polymer – Bid Number 22-B-08LS

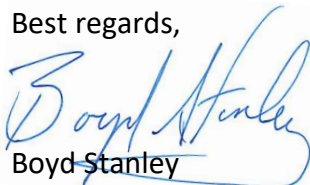
Dear Mr. Mathis:

Polydyne Inc. is pleased to offer the City of Hollywood the option to piggyback the purchase of emulsion polymer, CLARIFLOC SE-1804, from the above-referenced Volusia County contract. With this piggyback agreement, the unit price for CLARIFLOC SE-1804 will be \$1.90/Lb. through February 1, 2025. There are also two additional one-year renewal option available with this Agreement.

Attached for your reference, please find a copy of the Volusia County contract and award. All terms and conditions stated therein will apply.

We thank you for your business and look forward to continuing our valued partnership. If you have any questions regarding this offer, please feel free to contact Chris Cherp, Sr. Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley
Sr. Vice-President



Master Agreement

NO. 780 12407 - 1

TERM: 2022-02-02 to 2025-02-01

Page 1 of 2

Date Issued: 01/27/2022

Vendor contact: Name: BOYD STANELY Phone: 800-848-7659 Ext.: 2 E-mail: bids@polydyneinc.com		County contact: Name: ALAN FERGUSON Phone: 386-822-6465 Ext.: E-mail: AFerguson@volusia.org	Bill To: County of Volusia WATER UTILITIES ADMIN 123 W. INDIANA AVE, RM 402 DELAND, FL 32720-4262
Vendor Name: POLYDYNE INC 1 CHEMICAL PLANT ROAD RICEBORO, GA 31323		Vendor No. VS12105	Ship To: AS REQUIRED BY WATER RESOURCES & UTILITIES DELAND, FL 32724
Solicitation Number: 22-B-08LS Award Date: 2022-01-18 Award Authorization: COUNCIL		Purchasing Phone: LISA SMITH 386-822-5788 Ext: 15788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Emulsified Polymer- CLARIFLOC SE-1804			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	88577	LB	Emulsified Polymer- CLARIFLOC SE-1804	1.900000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

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

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

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

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

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

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

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

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

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

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

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

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

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

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

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

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

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

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

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

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

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

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

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

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



COUNTY OF VOLUSIA, FL
RECOMMENDATION OF AWARD

BID NUMBER: 22-B-08LS

BID TITLE: Emulsified Polymer

OPENING DATE/TIME: 11/30/2021 3:01 p.m.

Response 1

Polydyne Inc.
1 Chemical Plant Rd.
Riceboro, GA 31323
Mark Schlag
bids@polydyneinc.com
PH. 800-848-7659 Ext 2

\$855.00/ 55 Gal Drum

Opened by: Andrew Kokitus and John Duckworth

Tabulation by: Lisa Smith

Council Date: January 18, 2022

Recommendation of Award: Polydyne Inc.

Approved By :

Pamela Wilsky

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

BACK TO
Solicitations

Overview

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Question & Answer

List of planholders

Offer
NOT SUBMITTED

Offer > Polydyne Inc. >

2. Pricing Sheet

Table of contents

Filter

Answered

1 / 1

2.1.

Bidder shall submit cost per fifty-five (55) gallon drum.

MANDATORY REQUIREMENT

Answer

\$ 855.00

Proceed to submission

Save

Save and exit

General

Name

22-B-08LS: Emulsified Polymer

Description

Volusia County is requesting bids for the supply and delivery of emulsified polymer for the dewatering of 1% (average) liquid solids sludge to approximately 14-17% cake sludge by processing through a belt filter press.

The purpose of this Invitation to Bid (ITB) is to solicit competitive, sealed Bids to furnish **Emulsified Polymer** for the County of Volusia, Florida.

Participation:

In order to view solicitation requirements, view the schedule, pose questions, receive updates and addenda or submit an offer please click the '**PARTICIPATE**' or '**ACCEPT**' button below. After clicking the participate button you will be prompted to login or register your company. Clicking the participating button does not obligate you to submit a response.

We recommend that you register and participate as soon as possible in order to stay informed on this solicitation.

Messages & Announcements

For procurement related information, please use the Messages tab on the left to communicate with the contact person from the County. All announcements regarding this solicitation will be broadcasted via Negometrix, and it is the bidder's responsibility to stay informed and up to date.

Technical Support

Please address any registration or technical questions to Merrell Source-To Contract responsive Service Desk. A qualified agent will assist you promptly.

Merrell Source-to-Contract Service Desk

(Technical) Assistance (Mon - Fri: 7 am to 6 pm EST)

Telephone: (724) 888-5294

Email: servicedesk.us@negometrix.com

Type

Type of contract

-

Allow multiple offers

No

Reference number

-

Value

Estimated value

-

Number of decimals

2

Currency

USD

The currency of your solicitation

Schedule

Round 1

Round

Name

Date

Start date

Oct 21, 2021 (Thu), 11:55
AM

Question & Answer deadline

Nov 16, 2021 (Tue), 11:59
PM

Solicitation end date

Nov 30, 2021 (Tue), 3:01
PM

Round Settings

Vault

Award method

Formula

Best price-quality ratio

Unit

Questionnaire and price in one vault

Best price-quality ratio

Points system

Price 0 POINTS

Quality 0 POINTS

Total 0 POINTS

Points

Published questions and answers



Solicitation

T5888 22-B-08LS: Emulsified Polymer

#	Reference	Published date
1	1.2.1.	02 Nov 2021 (Tue), 15:50
<p>Question How many locations are included with this bid?</p>		
<p>Answer Per Section 1.4, Delivery and Availability in the Scope of Work, delivery sites shall include Southwest Regional Water Reclamation Facility, 800 DeBary, FL 32713 and Southeast Regional Water Reclamation Facility (SERWRF), 325 Beacon Light Road, Edgewater, FL 32579, Tomoka Farms Road Landfill, 1990 Tomoka Farms Road, Port Orange, FL 32128 Deliveries shall be made within ten (10) business days of order.</p>		
#	Reference	Published date
2	1.2.1.	02 Nov 2021 (Tue), 15:50
<p>Question Who is currently supplying polymer and at what price per lb?</p>		
<p>Answer The supplying vendor for the County is KED Group, Inc. 1. Emulsified Polymer EK27X, \$1.41 per lb; 2. 2018 Emulsified Polymer EK24XX, \$1.56 per lb; 3. Emulsified Polymer EK5000 \$8.75 per lb; 4. Defoamer EKDAF 300, \$1.59 per lb.</p>		
#	Reference	Published date
3	1.2.1.	02 Nov 2021 (Tue), 15:50
<p>Question Would you advise current price or last bid tab for above referenced chemical used by Volusia County.</p>		
<p>Answer Current Prices are as follows: 1. Emulsified Polymer EK27X \$1.41 per lb; 2. 2018 Emulsified Polymer EK24XX \$1.56 per lb; 3. Emulsified Polymer EK5000 \$8.75 per lb; 4. Defoamer EKDAF 300 \$1.59 per lb.</p>		
<p>Document attached to answer</p> <ul style="list-style-type: none"> • 16-B-164VB, Recommendation of Award(159770).pdf 		
#	Reference	Published date
4	2.1.	02 Nov 2021 (Tue), 15:50
<p>Question 1. On an annual basis what is the quantity needed to meet the municipality's need? The bid pricing sheet states "cost per fifty-five gallon drum," to better prepare for our bid submittal we would like to request an estimated yearly usage of Emulsion Polymer that we would be supplying.</p>		
<p>Answer For fiscal year (FY) 20-21 10,832 pounds (8 pounds per gallon).</p>		
#	Reference	Published date
5	1.2.1.	02 Nov 2021 (Tue), 15:50
<p>Question what is the Schedule for Jar Tests/Plant Trials?</p>		
<p>Answer Per the Scope of Work 1.2.B, these tests shall be scheduled between November 1, 2021 and November 12, 2021 to be scheduled with Water Resources and Utilities staff at 386-822-6465.</p>		

#	Reference	Published date
6	1.2.1.	02 Nov 2021 (Tue), 15:50
<p>Question for Jar Tests/Plant Trials: Would these be pre or post Bid Submission? If pre Submission? What dates work best for the county for our team to come out to conduct the tests/Trials. Normally our team requires a 2 Day Visit. One (1) Day to Conduct Jar Test Sampling One (1) Day to conduct the Site Trial If Post Submission? What dates work best for the county for our team to come out to conduct the tests/Trials. Normally our team requires a 2 Day Visit. One (1) Day to Conduct Jar Test Sampling One (1) Day to conduct the Site Trial</p>		
<p>Answer As stated in the Scope of Work, Section 1.2, Mandatory Preliminary Testing: These tests shall be scheduled between November 1, 2021 and November 12, 2021 to be scheduled with Water Resources and Utilities staff at 386-822-6465. Bidders shall be ready and be familiar with the testing procedures and requirements in this section.</p> <p>The Bidder shall provide the County with all data collected from the polymer trials at the time of the polymer trials or by the next day at the latest. ITB 22-B-08LS, closes November 30, 2021.</p>		
#	Reference	Published date
7	1.3.1.	03 Nov 2021 (Wed), 20:36
<p>Question If we are the current vender bidding the same products do we need to come in for Jar Testing?</p>		
<p>Answer Yes. This test is mandatory for all bidders.</p>		
#	Reference	Published date
8	1.2.1.	09 Nov 2021 (Tue), 17:38
<p>Question Where will the testing take place?</p>		
<p>Answer Bidders shall successfully complete the MANDATORY polymer trial performed on a belt-filter press at the Southwest Regional Water Reclamation Facility (SWRWRF) secondary dewatering facility located at 800 Debary Plantation Blvd. Debary, FL 32713 (ONLY).</p>		
#	Reference	Published date
9	1.2.1.	09 Nov 2021 (Tue), 17:38
<p>Question What are the extended dates for testing?</p>		
<p>Answer Testing shall be scheduled between November 1, 2021 and November 19, 2021 to be scheduled with Water Resources and Utilities staff at 386-775-5245.</p>		

1. ITB Documents

29 (14 Mandatory Requirement)



1.1. Terms and Conditions

Group - 4 Questions

1.1.1. Special Conditions

A. Bid Closing Date

Bids must be received through the Merrell platform before the posted close date/time. Bids received after this time will not be considered.

B. Authorized Official

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

C. Definition of Responsive and Responsible for this Bid

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

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 2.1. Successful completion of the MANDATORY polymer trial as described in Section 1.2 Mandatory Preliminary Testing in scope of work;
 - 2.2. Evaluation of cost effectiveness as described in Section 1.3 Evaluation of Cost Effectiveness of the Polymer in scope of work;
 - 2.3. Delivery as described in Section 1.4 Delivery and Availability in scope of work;
 - 2.4. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 - 2.5. All technical specifications associated with this Bid;
 - 2.6. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

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

D. Local Preference Availability

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

E. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

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

G. Price Redeterminations

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

1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination

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

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

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

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

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

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

5. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Chemicals and Allied products - WPU06", as published by the Bureau of Labor Statistics.

6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

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

Current applicable PPI	=	\$200.50
Base index PPI	=	- \$179.20
PPI increase dollars	=	\$21.30

PPI increase percentage (\$21.30 , \$179.20 = .1189).....11.9%

Unit cost of the service is.....	\$100.00
30% of \$100.00 is directly attributed to the redetermination category....	\$30.00
\$30.00 × 11.9%	= \$3.57
New unit price for the product/service is (\$100 + \$3.57).....	\$103.57

7. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

2. Contractor may terminate this Agreement upon at least ninety (90) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

3.2. Inform County of the extent to which performance is completed;

3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work and complete the Work, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

9. In the event Contractor is unable to deliver the system in a manner that enables the system and all of its functional components to pass final acceptance testing, County shall have the right to terminate the Agreement and have the right to receive from Contractor a refund of any implementation fees paid through the date of such termination.

I. New Material

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

J. Damages

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

By checking yes, the vendor agrees to the special conditions as contained in this section.

Yes/No response Mandatory Requirement

• Yes

• No

MR missed

1.1.2. General Terms and Conditions

A. Submission of Offers: All offers shall be submitted through the Merrell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

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

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

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

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

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

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

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

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

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

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

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

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Merrell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Merrell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Merrell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Merrell web site for any posted answers, and/or solicitation changes at <https://app.negometrix.com/today>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

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

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

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

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

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

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

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

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

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

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

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

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

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

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

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

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

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

U. Change in Scope of Work/Service:

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

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

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

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

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

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

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and

against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

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

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

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

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

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

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

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

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

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

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

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

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using

department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

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

NN. Licenses, Certificates, and Permits:

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

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

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

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

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

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

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any

company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

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

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

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

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

YY. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

ZZ. Disqualification of Bidders: One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

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

BBB. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

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

3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**

3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**

3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such

mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

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

By checking yes, the vendor acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this Solicitation and related Exhibits.

Yes/No response Mandatory Requirement

- ☒ Yes
 - ☐ No
- MR missed

1.1.3. Content of Invitation/Response:

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

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Merrell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Merrell, at <https://app.negometrix.com/today>.

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

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response Mandatory Requirement

- ☒ Yes
 - ☐ No
- MR missed

1.1.4. Authorized Signatory

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

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

Complete Name and Title below, which shall indicate acknowledgement. (Click Fill Out)

Open text response Mandatory Requirement

1.2. Scope of Work

Group - 1 Questions

1.2.1. 1.0. Scope of Work

Volusia County is requesting bids for the supply and delivery of emulsified polymer for the dewatering of 1% (average) liquid solids sludge to approximately 14-17% cake sludge by processing through a belt filter press.

1.1 Supply Specifications

A. The polymer shall be in liquid form, delivered in fifty-five (55) gallon drums weighing no more than 450 pounds each. Delivery cost shall be included in the cost per pound bid and shall be made using a lift gate type truck.

B. It is estimated that the polymer used will be required to process approximately 600 tons of cake sludge during a twelve-month period (i.e., twelve (12) months of dewatering per year), or about 50 dry tons per month of dewatering operation. This information is provided for informational purposes only and in no way represents a guarantee of future expenditures by the County.

C. Bidders shall submit current product specification sheet(s) and Safety Data Sheet(s) (SDS) for the proposed polymer.

1.2 Mandatory Preliminary Testing

A. Before any Bid will be accepted, Bidders shall successfully complete the **MANDATORY** polymer trial performed on a belt-filter press at the Southwest Regional Water Reclamation Facility (SWRWRF) secondary dewatering facility and the Tomoka Farms Road Landfill treatment plant. The polymer trial shall consist of utilizing the polymer on a belt-filter press in such a fashion that it dewateres sludge for no more than eight (8) hours with approximately four (4) hours run-time constituting near-optimum polymer performance. To qualify as a successful polymer the following performance parameters shall be met during the near-optimum period of the polymer trial:

- The weight percent (%) cake solids (i.e., dewatered sludge) will be determined by standard laboratory analysis for the purpose of qualifying;
- average percent cake solids of no less than 14% solid cake;
- percent solids capture of no less than 85% capture; and, the pH of the delivered polymer shall not be less than 4.5.

B. During the bid process, the County will require tentative bench testing of polymers by each Bidder. These tests shall be scheduled between November 1, 2021 and November 12, 2021 to be scheduled with Water Resources and Utilities staff at 386-822-6465. The SWRWRF will provide laboratory bench space and sink with potable water, deionized water, and 120VAC (single-phase, .15A) electrical power. The Bidder shall be responsible for providing all other personnel, equipment, materials, and chemicals necessary to perform the bench testing at no cost to the County. The Bidder shall provide the County with all data collected from the polymer trials at the time of the polymer trials or by the next day at the latest. There will be no discussions with the Water Resources and Utilities staff concerning the bid, bidding process, pricing, etc. during the trial period.

C. Information will be issued after all trials to notify Bidders if they met the requirements of acceptable polymer submissions. Bids received with polymers other than what has been deemed acceptable by the County will be rejected and the bidder will be prohibited from submitting a bid.

1.3 Evaluating Cost Effectiveness of the Polymer

Evaluation of bids will be the cost of chemical per ton cake sludge processed through the belt-filter press during the polymer trial. The price per pound of polymer multiplied by the base required dosage of polymer by pound weight required to effectively treat one ton of sludge (per polymer trial results), will determine the most cost effective polymer available to the County and will be considered the lowest, responsive and responsible bidder.

1.4 Delivery and Availability

A. Delivery sites shall include Southwest Regional Water Reclamation Facility, 800 DeBary, FL 32713 and Southeast Regional Water Reclamation Facility (SERWRF), 325 Beacon Light Road, Edgewater, FL 32579, Tomoka Farms Road Landfill, 1990 Tomoka Farms Road, Port Orange, FL 32128 Deliveries shall be made within ten (10) business days of order.

B. There shall be no minimum order requirement.

C. Bidder shall have the ability to service both delivery sites.

1.5 Billing and Payment

In order for payments to be processed in a timely manner, invoices shall be sent to the Materials Coordinator at Volusia County Water Resources and Utilities, 3151 E New York Avenue, DeLand, FL 32720.

By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.

Yes/No response Mandatory Requirement

- Yes
 - No
- MR missed

1.3. Revisions/ Addenda/ Questions & Answers

Group - 1 Questions

1.3.1. **REVISIONS | QUESTIONS & ANSWERS**

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

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

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response Mandatory Requirement

- ☒ **Yes**
 - ☐ **No**
- MR missed

1.4. **Insurance Requirements**

Group - 3 Questions

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response Mandatory Requirement

- ☒ **Yes**
 - ☐ **No**
- MR missed

[Required Types and Limits of Insurance\(157156\).pdf](#)

1. Required Types of Insurance

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

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

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

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

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

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

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish

a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

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

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) **Deductibles.** Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

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

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

Document upload Insurance attached.

- 1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document upload

[Hold Harmless Agreement\(156997\).pdf](#) Not applicable

1.5. Forms

Group - 9 Questions

- 1.5.1.

Please fill out and submit the attached **Bid Submittal Form**.

Document upload Mandatory Requirement

Uploaded. Along with a single file containing all forms and the SDS and TDS

[Bid Submittal Form\(156998\).pdf](#)

- 1.5.2.

Please fill out and submit the attached **Conflict of Interest Form**.

Document upload Mandatory Requirement

Uploaded

[Conflict of Interest Form\(156999\).pdf](#)

- 1.5.3.

Please attach current **W-9 Form**.

Document upload Mandatory Requirement

Uploaded

- 1.5.4.

If applicable, Respondents shall complete and include with their Submittal the attached **Certification Affidavit by Prime Contractor as Local Business** confirming Local Preference Eligibility. If a Sub-Contractor will be utilized, please also include the **Certification Affidavit by Sub Contractor as Local Business**.

Document upload

[Certification Affidavit by Prime Con...\(157000\).pdf](#)

Uploaded

[Certification Affidavit by Sub Contr...\(157001\).pdf](#)

Not Applicable

1.5.5. Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, **OR**
2. If Bidder's business type is exempt, submit with proposal a Proof of Exemption Form, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf>.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to:
<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

Document upload Not applicable.

1.5.6.

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

Document upload Uploaded

1.5.7. **Public Entity Crime and Discriminatory Vendor List:**

Respondents shall complete and upload the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes (the attached forms "Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions" and the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" shall be completed by the prime consultant and all sub-consultants of the project team).

Document upload Mandatory Requirement

[Notification Regarding Public Entity...\(157004\).pdf](#) Uploaded
[Certification Regarding Debarment - ...\(157005\).pdf](#)
[Certification Regarding Debarment - ...\(157006\).pdf](#)

1.5.8.

Please fill out and submit the attached **Certification Regarding Prohibition Against Contracting with Scrutinized Companies Form**.

Document upload Mandatory Requirement Uploaded

[Certification Regarding Prohibition ...\(157002\).pdf](#)

1.5.9.

Please fill out and submit the attached **Drug-Free Work Place Form**.

Document upload Mandatory Requirement

[Drug-Free Work Place Form\(157003\).pdf](#) Uploaded

1.6. **Additional Information**

Group - 10 Questions

1.6.1.

Please provide your delivery and/or availability timeframe:

10 business days after order

Monday thru Friday

Open text response

1.6.2.

Do you accept electronic funds transfer (EFT)?

Yes/No response

- Yes
- No

1.6.3.

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

Numeric response

0

1.6.4.

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

Open text response

Standard Payment Terms: Net 30 Days, No Discounts

1.6.5.

Please submit your total number of employees.

Numeric response 1916

1.6.6.

Are you a sole proprietor?

Yes/No response

• Yes

• No

1.6.7.

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

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

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

Complete percentage amount below:

Numeric response 0

1.6.8.

Which fuel type does your firm use primarily:

Multiple choice response

• diesel fuel

• gasoline

1.6.9.

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

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

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

Complete percentage amount below:

Numeric response 0

1.6.10.

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

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

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

Complete percentage amount below:

Numeric response 0

1.7. References

Group - 1 Questions

1.7.1. References

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload Mandatory Requirement

[References Form\(157007\).pdf](#)

Uploaded

1.8. Definitions

Group - 0 Questions

Definitions

As used in this Bid, the following terms shall have the meanings set forth below.

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

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

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

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

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

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

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

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

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

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

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

Protest: See process at www.volusia.org/purchasing.

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

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

BID SUBMITTAL FORM

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

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

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

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

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



Signature / Authorized Signatory

Mark Schlag

Printed Name

Treasurer

11/19/2021

Title

Date

Polydyne Inc.

Company Name

1 Chemical Plant Road, Riceboro, GA 31323

Full Address

(800) 848-7659 Option 2

(912) 880-2078

bids@polydyneinc.com

Telephone

Fax

E-mail Address

939242616

34-1810283

Dun & Bradstreet #

Federal I.D. #

CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Mark Schlag, Treasurer

11/19/2021

Name and Title

Date


Signature

Polydyne Inc.

Firm

1 Chemical Plant Road

Street address

Riceboro, GA 31323

City, State, Zip

CERTIFICATION REGARDING DEBARMENT (SUB)

No subcontractors will be utilized

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

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

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

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

Name of Respondent: Polydyne Inc. _____

By:  _____

(Authorized Signature) Mark Schlag

Title: Treasurer _____


Date: 11/19/2021 _____

CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, *(printed name)* Mark Schlag, am the
(title) Treasurer and the duly authorized representative of
the firm of *(Firm Name)* Polydyne Inc. whose address is
1 Chemical Plant Road, Riceboro, GA 31323, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real
or apparent, due to ownership, other clients, Contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation,
firm, or person submitting a proposal for the same services, and is in all respects fair and without
collusion or fraud.

EXCEPTIONS to items above (List): None

Signature: 
Printed Name: Mark Schlag, Treasurer
Firm Name: Polydyne Inc.
Date: 11/19/2021

Not applicable.
Polydyne Inc. is not a local business.

CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS

A. This statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No
[Volusia County Ordinance 2-269.5, defines "Local" as being from Lake, Orange, Osceola, Seminole, or Volusia County.]

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

A. This statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: _____
(Authorized individuals name and title)

For: _____
(Name of Company/Individual submitting statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No
[Volusia County Ordinance 2-269.5, defines "Local" as being from Lake, Orange, Osceola, Seminole, or Volusia County.]

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

Polydyne Inc. _____ does:

(Name of Firm)

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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose 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.

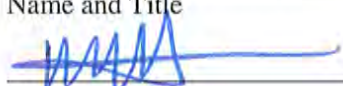
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Mark Schlag, Treasurer

11/19/2021

Name and Title

Date



Signature

Polydyne Inc.

Firm

1 Chemical Plant Road

Street address

Riceboro, GA 31323

City, State, Zip

Not Applicable.
Polydyne Inc. has more than 4 total employees
(2 residing in Florida) and we carry Workers
Compensation coverage.

HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business*) entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____
(signature)

Employee 1: _____ (print name) _____
(signature)

Employee 2: _____ (print name) _____
(signature)

Employee 3: _____ (print name) _____
(signature)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision:

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

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

287.133(2)(b): A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a): An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b): A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Sub-Consultants)."

Name & Title: Mark Schlag, Treasurer

Date: 11/19/2021

Signature: 

REFERENCES

Agency #1	Hillsborough County	
Address	102 N. Falkenburg Road	
City, State, ZIP	Tampa, FL 33619	
Contact Person	Marcus Moore, Lead Operator	
E-mail	moorem@hillsboroughcounty.org	Phone: 813-448-4057
Date(s) of Service	7-1-2007 thru Current	
Type of Service	Supply and delivery of emulsion polymer.	
Comments:		
Agency #2	Orange County Utilities	
Address	701 West McCormick Road	
City, State, ZIP	Apopka, FL 32703	
Contact Person	Christopher J Fasnacht, Project Manager	
E-mail	Chris.Fasnacht@ocfl.net	Phone: 407-254-7724
Date(s) of Service	10-01-2019 thru Current	
Type of Service	Supply and delivery of emulsion polymer.	
Comments:		
Agency #3	City of Sarasota	
Address	1850 12th Street	
City, State, ZIP	Sarasota, FL 34236	
Contact Person	Jeremiah Exum, Superintendent	
E-mail	Jeremiah.exum@sarasotafl.gov	Phone: 941-263-6220
Date(s) of Service	2-10-2011 thru Current	
Type of Service	Supply and delivery of emulsion polymer.	
Comments:		

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation		Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	\$1,000,000
	Personal & Adv Inj.	\$1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
<i>Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).</i>		
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Lisa Smith</u>		



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

Detail by Entity Name

Foreign Profit Corporation

POLYDYNE INC.

Filing Information

Document Number	F01000005154
FEI/EIN Number	34-1810283
Date Filed	10/02/2001
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/17/2004

Principal Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Mailing Address

1 Chemical Plant Rd.
Riceboro, GA 31323

Changed: 04/23/2021

Registered Agent Name & Address

NRAI SERVICES, INC
1200 South Pine Island Road
Plantation, FL 33324

Name Changed: 03/06/2006

Address Changed: 02/11/2011

Officer/Director Detail

Name & Address

Title President

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Pittman, John
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Nichols, Peter
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Hund, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Director

Remy, Pascal
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Chairman of the Board

Pich, Rene
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Treasurer / CFO

Schlag, Mark
1 Chemical Plant Rd.
Riceboro, GA 31323

Title Secretary

Gannon, Christopher
1 Chemical Plant Rd.
Riceboro, GA 31323

Annual Reports

Report Year	Filed Date
2019	03/20/2019
2020	05/08/2020
2021	04/23/2021

Document Images

04/23/2021 – ANNUAL REPORT	View image in PDF format
05/08/2020 – ANNUAL REPORT	View image in PDF format

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08/02/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
06/17/2011 -- ANNUAL REPORT	View image in PDF format
01/04/2010 -- ANNUAL REPORT	View image in PDF format
04/08/2009 -- ANNUAL REPORT	View image in PDF format
04/01/2008 -- ANNUAL REPORT	View image in PDF format
07/19/2007 -- ANNUAL REPORT	View image in PDF format
06/30/2006 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- Reg. Agent Change	View image in PDF format
05/02/2005 -- ANNUAL REPORT	View image in PDF format
11/17/2004 -- REINSTATEMENT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/15/2002 -- ANNUAL REPORT	View image in PDF format
10/02/2001 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F01000005154

Entity Name: POLYDYNE INC.**Current Principal Place of Business:**1 CHEMICAL PLANT RD.
RICEBORO, GA 31323**Current Mailing Address:**1 CHEMICAL PLANT RD.
RICEBORO, GA 31323 US**FEI Number:** 34-1810283**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**NRAI SERVICES, INC
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name PITTMAN, JOHN
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title DIRECTOR
Name PITTMAN, JOHN
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title DIRECTOR
Name NICHOLS, PETER
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title DIRECTOR
Name HUND, RENE
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title DIRECTOR
Name REMY, PASCAL
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title CHAIRMAN OF THE BOARD
Name PICH, RENE
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title TREASURER / CFO
Name SCHLAG, MARK
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

Title SECRETARY
Name GANNON, CHRISTOPHER
Address 1 CHEMICAL PLANT RD.
City-State-Zip: RICEBORO GA 31323

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK SCHLAG

TREASURER / CFO

04/23/2021

Electronic Signature of Signing Officer/Director Detail

Date

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Polydyne Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 1 Chemical Plant Road 6 City, state, and ZIP code Riceboro, GA 31323 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-				-	
or								
Employer identification number								
3	4	-	1	8	1	0	2	8 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ► 11/19/2021

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Business Tax Receipt

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required,
2. If Bidder's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director.

Polydyne Inc. hereby states we are excepted from the Business Tax Receipt ITB submission requirement on the basis that we do not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County and therefore no submission is required.



Mark Schlag, Treasurer