

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** September 2, 2020

**Presenter's Name and Title:** Roy Virgin, Ph.D. Director of Utilities, on behalf of the Utilities Department and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

**Prepared By:** Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

**Temp. Reso. Number:** 7241

**Item Description:** Temp Reso. No. 7241, APPROVING INVITATION FOR BID NO. 20-006, ENTITLED "LIQUID POLYMER PURCHASE" TO POLYDYNE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH POLYDYNE, INC., FOR LIQUID POLYMER PURCHASE FOR THE WASTEWATER RECLAMATION FACILITY, IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$150,000. (Utilities Director Roy Virgin and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_ in a \_\_\_\_ ad in the \_\_\_\_; by the posting the property on \_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding of \$150,000 will be available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled “Wastewater Reclamation Facility – Chemicals”.

**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7241
  - Exhibit A: Proposed Agreement with Polydyne, Inc. with its “Exhibit A” Polydyne Bid Package
- Attachment(s)
  - Attachment 1: Bid Tabulation Sheet
  - Attachment 2: IFB Solicitation



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager *V. Hargray*

**BY:** Roy L. Virgin, Ph.D., Director of Utilities

**DATE:** August 27, 2020

**RE:** Temp. Reso. No. 7241 Liquid Polymer Purchase

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No.7241, Approving the Award of Invitation For Bid ("IFB") No. 20-006, entitled "Liquid Polymer Purchase" to Polydyne, Inc.; authorizing the City Manager to execute the appropriate agreement with Polydyne, Inc. for the purchase of Polymer Clarifloc SE-1416, a liquid polymer for the Wastewater Reclamation Facility, in an annual amount not-to-exceed \$150,000.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

**BACKGROUND:** The City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"). Treatment processes at the WWRF generate bio-solids, also known as "sludge," which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection ("FDEP"). Liquid polymer is used to lower hauling costs by reducing the water content (and therefore the weight) of the sludge prior to being hauled off-site.

**DISCUSSION:** On April 27, 2020, the City advertised Invitation for Bid No.20-006 ("IFB"), entitled "Liquid Polymer Purchase," on Demandstar. The City conducted a non-mandatory pre-bid conference on May 7, 2020, and two firms participated. On June 11, 2020, the closing due date, one bid was received and reviewed by the Procurement Department, and Polydyne Inc. was the sole responsive and responsible bidder with a bid price of \$1.10/lb for Clarifloc SE-1416, for an annual amount \$150,000.

**ANALYSIS:** Liquid polymer is needed at WWRF to lower hauling costs by reducing the water content of the sludge prior to being hauled off-site.

Funding of \$150,000 will be available in Utilities, GL-Account 410-55-555-535-000-605280 Entitled "Wastewater Reclamation Facility – Chemicals".

The City Manager recommends that the City Commission approve the award of Invitation For Bid ("IFB") No. 20-006, entitled "Liquid Polymer Purchase" to Polydyne, Inc.; and authorize the City Manager to execute the appropriate agreement with Polydyne, Inc. for liquid polymer purchase for the Wastewater Reclamation Facility, in an annual amount not-to-exceed \$150,000.

Temp. Reso. No. 7241  
7/29/20  
8/26/20

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING INVITATION FOR BID NO. 20-006, ENTITLED "LIQUID POLYMER PURCHASE" TO POLYDYNE, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT WITH POLYDYNE, INC., FOR LIQUID POLYMER PURCHASE FOR THE WASTEWATER RECLAMATION FACILITY, IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$150,000; PROVIDING THAT OFFICIALS ARE AUTHORIZED TO TAKE ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Miramar Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"); and

**WHEREAS,** the WWRF generates bio-solids, also known as "sludge," which must be hauled for disposal to a site approved by the Florida Department of Environmental Protection; and

**WHEREAS,** on April 27, 2020, the City advertised Invitation for Bid No.20-006 ("IFB"), entitled "Liquid Polymer Purchase", on Demandstar; and

**WHEREAS,** the City conducted a non-mandatory pre-bid conference on May 7, 2020, and two firms participated; and

Reso No. \_\_\_\_\_

Temp. Reso. No. 7241  
7/29/20  
8/26/20

**WHEREAS**, on June 11, 2020, the closing due date, one bid was received and reviewed by the Procurement Department; and

**WHEREAS**, the City's Procurement Department reviewed the bid response for conformance with the bid documents and found Polydyne Inc. was the lowest responsive and responsible bidder with a bid unit price of \$1.10/lb for the purchase of the Polymer Clarifloc SE-1416, a liquid polymer; and

**WHEREAS**, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

**WHEREAS**, The City Manager recommends that the City Commission approve the award of Invitation For Bid ("IFB") No. 20-006, entitled "Liquid Polymer Purchase" to Polydyne, Inc.; and authorize the City Manager to execute the appropriate agreement with Polydyne, Inc. for liquid polymer purchase for the Wastewater Reclamation Facility, in an annual amount not-to-exceed \$150,000; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to award the IFB, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit "A", attached hereto; and

Temp. Reso. No. 7241  
7/29/20  
8/26/20

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2 :** That the City Commission approves the award of IFB No. 20-006, entitled "Liquid Polymer Purchase ", to Polydyne, Inc.

**Section 3:** That the City Manager is authorized to execute an Agreement with Polydyne Inc. in an annual amount not-to-exceed \$150,000 to purchase Polymer Clarifloc SE-1416, a liquid polymer.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall become effective upon adoption.

Temp. Reso. No. 7241  
7/29/20  
8/26/20

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Maxwell B. Chambers

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes

Vice Mayor Maxwell B. Chambers

Commissioner Yvette Colbourne

Commissioner Alexandra P. Davis

Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reso. No. \_\_\_\_\_



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA  
AND  
POLYDYNE, INC.  
FOR LIQUID POLYMER PURCHASE  
IN MIRAMAR, FLORIDA**

**THIS AGREEMENT** (the "Agreement") is entered into and dated [REDACTED], 2020, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and POLYDYNE, INC. (the "Contractor"), a foreign profit corporation, authorized to conduct business in the state of Florida, whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323.

**WITNESSED:**

**WHEREAS**, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bid No. 20-006 (the "IFB"), entitled "Liquid Polymer Purchase" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

**WHEREAS**, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

**WHEREAS**, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

**NOW THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1  
DEFINITION**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.



## **ARTICLE 2**

### **SCOPE OF SERVICES**

The Work includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary for conducting full scale testing of liquid polymers for the dewatering of the Waste Activated Sludge by the Gravity Belt Thickeners and the Belt Filter Press units. Final vendor selection shall be based upon the single product meeting all performance requirements during full scale testing, at the lower cost, and any and all additional Work included in the Contract Documents and the Contractor's bid proposal, attached hereto as **Exhibit "A"**.

#### **Estimates/Quotations:**

All requests for related Goods and/or Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed.

#### **Purchase Orders:**

1. The Contractor shall not perform or begin any Work without prior written authorization and an approved Purchase Order from the City.
2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City Purchase Order for the Work, shall constitute a term of default and authorization for payment shall be denied.

## **ARTICLE 3**

### **CONTRACTOR AND CITY'S RELATIONSHIP**

**3.1** The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

**3.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants,

Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

**3.3** The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

#### **ARTICLE 4** **PAYMENT**

The Contractor shall submit periodic invoices for the Goods and Services to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

#### **ARTICLE 5** **CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 60 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 30 Calendar Days after the commencement date given in the Notice to Proceed.

#### **ARTICLE 6** **CONTRACT PRICE**

City shall pay Contractor by the bid unit price of \$1.10Lb. for the purchase of Polymer Clarifloc SE-1416, a liquid polymer, for an annual not-to-exceed amount of One Hundred Fifty Thousand Dollars \$(150,000) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents.

#### **ARTICLE 7** **TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two years, commencing on the date this Contract is executed by both parties, with three successive City options to renew

for additional one year terms each, unless terminated earlier pursuant to Article 10 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

## **ARTICLE 8**

### **INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

## **ARTICLE 9**

### **INDEMNIFICATION**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 10**

### **TERMINATION**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 11**

### **DEFAULT**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 12**

### **DELIVERY OF MATERIALS**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 13**

### **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

## **ARTICLE 14** **INSURANCE**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 15** **ASSIGNMENT**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 16** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

## **ARTICLE 17** **AUDIT AND INSPECTION RIGHTS**

**17.1** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**17.2** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

**17.3** The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

## **ARTICLE 18**

### **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 19**

### **PUBLIC RECORDS**

**19.1** The Contractor shall comply with The Florida Public Records Act as follows:

**19.1.1** Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

**19.1.2** Upon request by the City's records custodian, provide the City with a copy of 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.

**19.1.3** 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

**19.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**19.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**19.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY**

**MAIL: City Of Miramar – City Clerk’s Office, 2300 Civic Center Place, Miramar, FL 33025.**

**19.1.7** Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

**ARTICLE 20**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 21**  
**REAFFIRMATION OF REPRESENTATIONS**

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

**ARTICLE 22**  
**COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

**ARTICLE 23**  
**NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO POLYDYNE, INC.:**

ATTN: John Pittman  
President  
POLYDYNE, INC.

**TO CITY OF MIRAMAR:**

ATTN: Vernon E. Hargray,  
City Manager  
CITY OF MIRAMAR

1 Chemical Plant Road  
Riceboro, Georgia 31323  
Telephone: (912) 880-2035  
Fax: (912) 880-2078  
Email: [PolyBidDpt@snfhc.com](mailto:PolyBidDpt@snfhc.com)

2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [vhargray@miramarfl.gov](mailto:vhargray@miramarfl.gov)

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**SECTION 24**  
**NON-DISCRIMINATION**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 25**  
**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**ARTICLE 26**  
**WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**ARTICLE 27**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

## **ARTICLE 28**

### **CITY'S OWN FORCES**

**28.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

**28.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

## **ARTICLE 29**

### **LIMITATION OF LIABILITY**

**29.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

**29.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**29.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

## **ARTICLE 30**

### **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to



authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

### **ARTICLE 31** **WARRANTY**

See Section 5, Purchase Order Terms and Conditions.

### **ARTICLE 32** **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

### **ARTICLE 33** **SEVERABILITY**

**33.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**33.2** City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

### **ARTICLE 34** **SCRUTINIZED COMPANIES**

**34.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**34.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section

287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**34.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**36.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **ARTICLE 35**

#### **CONFLICT-OF-INTEREST**

**35.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

**35.2** Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

### **ARTICLE 36**

#### **VENUE AND JURISDICTION**

See Section 5, Purchase Order Terms and Conditions.

### **ARTICLE 37**

#### **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

**ARTICLE 38**  
**MISCELLANEOUS**

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

**ARTICLE 39**  
**ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Vernon E. Hargray

**POLYDYNE, INC.:**

By: \_\_\_\_\_  
President  
John Pittman

This \_\_\_\_ day of \_\_\_\_\_, 2020.

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

\_\_\_\_\_  
Corporate Seal

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar, Florida only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

## **SECTION 5**

### **PURCHASE ORDER TERMS AND CONDITIONS:**

The following Terms and Conditions are applicable to this order entered into by and between City of Miramar (referred to as the "City") and Vendor (referred to as the "Seller")

#### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Chief Procurement Officer constitute the complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Chief Procurement Officer.

#### CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

#### EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

#### DEFAULT

In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### TERMINATION

City, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess costs of re-procurement.

#### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

#### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

#### INVOICING

Seller must render original invoice to the City of Miramar: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025-6577.

#### TAX

The City of Miramar is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

#### RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Miramar order, issued by the Procurement Division.

#### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the City within (10) calendar days after date of the order.

#### REPRESENTATIVE

All parties to this order agree that the representatives named herein possess full and complete authority to bind the parties.

#### DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

#### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

# **PURCHASE ORDER TERMS AND CONDITIONS (CONTD)**

## **QUANTITIES**

Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

## **PAYMENT CHANGES**

Payments shall be made only to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

## **ANTI-DISCRIMINATION**

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

## **UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

## **LEGAL RESPONSIBILITY**

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

## **LIABILITY-COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless City, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this order.

## **INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

## **OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet. (M.S.D.S.)

## **PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature, advertising, or for any other purpose.

## **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Miramar Risk Manager.

## **COMPLIANCE WITH LAWS**

Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this order or the performance of work hereunder.

## **CONSENT TO JURISDICTION**

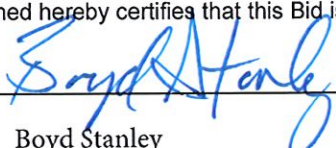
Venue of any action to enforce this order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

## **WARRANTY**

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within 15 calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

**SECTION 6  
BID COVER SHEET  
LIQUID POLYMER PURCHASE  
IFB No. 20- 006**

|   |                  |                       |
|---|------------------|-----------------------|
| <b>BIDDER'S NAME (Name of firm, entity, or organization):</b> Polydyne Inc.   |                  |                       |
| <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> 34-1810283   |                  |                       |
| <b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b>   |                  |                       |
| Name: Boyd Stanley  |                  | Title: Vice-President |
| <b>EMAIL ADDRESS OF CONTACT PERSON:</b>   |                  |                       |
| <b>MAILING ADDRESS:</b>   |                  |                       |
| Street Address: One Chemical Plant Rd.  |                  |                       |
| City, State, Zip: Riceboro, GA 31323  |                  |                       |
| <b>TELEPHONE:</b>   | <b>FAX:</b>      | <b>EMAIL:</b>         |
| ( 912 ) 880-2035  | ( 912 ) 880-2078 | bids@polydyneinc.com  |
| <b>BIDDER'S ORGANIZATION STRUCTURE:</b>   |                  |                       |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): |                  |                       |
| <b>IF CORPORATION:</b>  |                  |                       |
| Date Incorporated/Organized: 08/21/1995   |                  |                       |
| State of Incorporation/Organization: Delaware   |                  |                       |
| States registered in as foreign Corporation: Florida  |                  |                       |
| <b>BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>   |                  |                       |
| Polydyne Inc.'s sole business activity is to manufacture and supply polymers for water and wastewater treatment.  |                  |                       |
| <b>LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:</b>  |                  |                       |
| No subcontractors or subconsultants will be used by Polydyne Inc. for this project.   |                  |                       |
| <b>BIDDER'S AUTHORIZED SIGNATURE:</b>   |                  |                       |
| The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.   |                  |                       |
| Signed by:   |                  | Date: 06/08/20        |
| Print name: Boyd Stanley  |                  | Title: Vice-President |

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID "NON-RESPONSIVE"**

## SECTION 7 – BID SHEET

**THIS BID SHEET SHALL BE PLACED IN AN ADDITIONAL SEPARATE SEALED ENVELOPE WITHIN the Bid submission package which will be opened after the completion of full-scale Field Testing**

### LIQUID POLYMER PURCHASE

#### CITY OF MIRAMAR WASTEWATER RECLAMATION FACILITY

| SCHEDULE OF UNIT PRICES  |   |          |       |                 |
|--|---|----------|-------|-----------------|
| <i>All Work required for a complete Project is inclusive in unit prices, whether or not specifically referenced in the unit price description. Unit Price(s) listed shall be for neat product.</i> |   |          |       |                 |
|  | Liquid Polymer Manufacturer & Product ID                      | Quantity | Unit  | Unit Price (\$) |
| 1.   | [Required]<br>Clarifloc SE-1416 manufactured by Polydyne Inc. | 1        | \$/LB | \$1.10/Lb.      |
| 2.   | [Optional]  | 1        | \$/LB |                 |
| 3.   | [Optional]  | 1        | \$/LB |                 |
| 4.   | [Optional]  | 1        | \$/LB |                 |

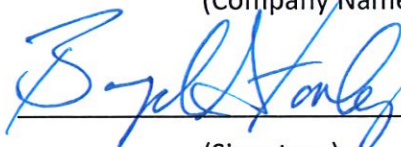
  

|    |   |                    |
|----|---|--------------------|
| 5. | Calendar days required for delivery after receipt of order (ARO): | 7 - 10 Days A.R.O. |
|----|---|--------------------|

Taxpayer Identification Number (TIN): 34-1810283

BIDDER: Polydyne Inc.

(Company Name)



(Signature)

Boyd Stanley, Vice-President

(Printed Name and Title)

**NOTE: ONLY THE PRODUCT(S) LISTED ABOVE SHALL BE ALLOWED TO BE BENCH TESTED. FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR BID "NON-RESPONSIVE".**

## SECTION 16 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Polydyne Inc.

Address: One Chemical Plant Rd., Riceboro, GA 31323

Email Address: bids@polydyneinc.com

Phone No.: (912) 880-2035

Contact Person (Regarding This Form): Boyd Stanley, Vice-President

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO X

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES \_\_\_\_\_ NO X  
(Choose below as applicable)

- ☐ A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Proof of Miramar residents employed will be required prior to AWARD.
- ☐ Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**



# SECTION 17

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|  |   |
|--|---|
| Name<br><b>Polydyne Inc.</b>   |   |
| Business name, if different from above   |   |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... | <input type="checkbox"/> Exempt from backup<br>withholding  |
| Address (number, street, and apt. or suite no.)<br><b>One Chemical Plant Rd.</b>   | Requester's name and address (optional)<br><b>City of Miramar<br/>2300 Civic Center Place<br/>Miramar, FL 33025</b> |
| City, state, and ZIP code<br><b>Riceboro, GA 31323</b>   |   |
| List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 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. person (including a U.S. resident alien).

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 on page 4.)

Sign  
Here

Signature of  
U.S. person ▶

*Boyd Stanley*  
**Boyd Stanley, Vice-President**

Date ▶ **06/08/20**

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2019

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

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

|  |  |  |                          |
|--|--|--|--------------------------|
| <b>PRODUCER</b><br><br>EPIC Insurance Brokers & Consultants<br>350 Hudson Street – 4 <sup>th</sup> Floor<br>New York, NY 10014 | Phone No.: (212) 488-0200<br>Fax No.: (212) 488-0220 | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL ADDRESS:</b>  | <b>FAX</b><br>(A/C, No): |
| <b>INSURED</b><br><br>SNF Polydyne Inc.<br>One Chemical Plant Road<br>PO Box 250<br>Riceboro GA 31323                          |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> AIG SPECIALTY INSURANCE COMPANY<br><b>INSURER B:</b> COMMERCE & INDUSTRY INSURANCE COMPANY<br><b>INSURER C:</b> HARTFORD FIRE INSURANCE COMPANY<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |                          |
|  |  | <b>NAIC #</b><br>26883<br>19410<br>19682   |                          |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

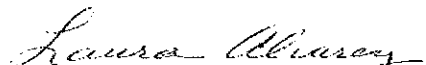
| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y                               |          | EG14362834    | 12/31/2019              | 12/31/2020              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                              | Y                               |          | CA4691818     | 12/31/2019              | 12/31/2020              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE   |                                 |          | EGU18403155   | 12/31/2019              | 12/31/2020              | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input type="checkbox"/> | N/A      | 10WNR30600    | 12/31/2019              | 12/31/2020              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |

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

The City of Miramar is included as Additional Insured as required by contract and subject to the policy terms conditions and exclusions. The coverage is primary according to the terms as required by contract and subject to the policy terms and conditions.

30 DAY CANCELLATION CLAUSE INCLUDED

**CERTIFICATE HOLDER****CANCELLATION**

|   |   |
|---|---|
| City of Miramar<br>13900 Pembroke Road<br>Miramar, FL 33027 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

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# State of Florida



Department of State

I certify from the records of this office that POLYDYNE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 2, 2001.

The document number of this corporation is F01000005154.

I further certify that said corporation has paid all fees due this office through December 31, 2004, that its most recent annual report/uniform business report was filed on November 17, 2004, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-fourth day of November, 2004



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

## **WARRANTY**

Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. If at any time there are questions about Polydyne Inc. products or if technical assistance is required, please contact the Polydyne representatives below:

Chris Cherp, Technical Sales Representative  
Cellular Phone: (947) 961-3998

Tim Terry, Regional Sales Manager  
Cellular Phone: (315) 271-6840

Customer Service:  
(800) 848-7659  
Monday – Friday, 8:00 a.m. – 5:00 p.m. E.S.T.





**POLYDYNE**

## **CLARIFLOC SE-1416 POLYMER**

### **PRINCIPAL USES**

CLARIFLOC SE-1416 is a high charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

### **TYPICAL PROPERTIES**

|                            |                             |
|----------------------------|-----------------------------|
| Physical Form              | Clear to Milky White Liquid |
| Density                    | 8.5 - 8.7 lbs/gal           |
| Specific Gravity           | 1.02 - 1.04                 |
| Cationicity                | 60 %                        |
| Active Polyacrylamide Min. | 42 %                        |
| Freezing Point             | 7 F. (-14 C.)               |

### **PREPARATION AND FEEDING**

CLARIFLOC SE-1416 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

### **MATERIALS OF CONSTRUCTION**

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

### **MANUFACTURING SPECIFICATIONS**

|                |                |
|----------------|----------------|
| Total Solids   | 45 - 52 %      |
| Residual AcAm  | < 1000 ppm     |
| Neat Viscosity | 500 - 2000 cPs |
| UL Viscosity   | 3.3 - 4.3 cPs  |

### **HANDLING AND STORAGE**

Suggested in-plant storage life is 12 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC SE-1416, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

### **SAFETY INFORMATION**

CLARIFLOC SE-1416 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

### **SHIPPING**

CLARIFLOC SE-1416 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. Bulk quantities are also available.

### **ADDITIONAL INFORMATION**

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

**(800) 848-7659**

**For additional information, please refer to the Safety Data Sheet (SDS)**

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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# SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

---

## **SECTION 1: Identification of the substance/mixture and of the company/undertaking**

### *1.1. Product identifier*

**Product name:** CLARIFLOC SE-1416

**Type of product:** Mixture.

### *1.2. Relevant identified uses of the substance or mixture and uses advised against*

**Identified uses:** Processing aid for industrial applications.

**Uses advised against:** None.

### *1.3. Details of the supplier of the safety data sheet*

**Company:** Polydyne Inc.  
1 Chemical Plant Road  
PO BOX 279, Riceboro, GA 31323  
United States

**Telephone:** 1-800-848-7659

**Telefax:** (912)-884-8770

**E-mail address:** -

### *1.4. Emergency telephone number*

**24-hour emergency number:** 1-800-424-9300

## **SECTION 2: Hazards identification**

### *2.1. Classification of the substance or mixture*

**Classification according to paragraph (d) of 29 CFR 1910.1200:**

Not classified.

### *2.2. Label elements*

**Labelling according to paragraph (f) of 29 CFR 1910.1200:**

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

### 2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

## **SECTION 3: Composition/Information on ingredients**

### 3.1. Substances

Not applicable, this product is a mixture.

### 3.2. Mixtures

#### Hazardous components

##### Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Asp. Tox. 1;H304

#### Notes

*Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm<sup>2</sup>/s measured at 40°C.*

##### Poly(oxy-1,2-ethanediyl), $\alpha$ -tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)  
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

#### Notes

For explanation of abbreviations see section 16

**SECTION 4: First aid measures***4.1. Description of first aid measures**Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

*Skin contact:*

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

*Eye contact:*

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

*Ingestion:*

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

*4.2. Most important symptoms and effects, both acute and delayed*

None under normal use.

*4.3. Indication of any immediate medical attention and special treatment needed*

None reasonably foreseeable.

*Other information:*

None.

**SECTION 5: Firefighting measures***5.1. Extinguishing media**Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO<sub>2</sub>). Dry powder.  
Warning! Spills produce extremely slippery surfaces.

*Unsuitable extinguishing media:*

None known.

*5.2. Special hazards arising from the substance or mixture**Hazardous decomposition products:*

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

*5.3. Advice for firefighters**Protective measures:*

Wear self-contained breathing apparatus and protective suit.



*Other information:*

Spills produce extremely slippery surfaces.

**SECTION 6: Accidental release measures***6.1. Personal precautions, protective equipment and emergency procedures**Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

*Protective equipment:*

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

*Emergency procedures:*

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

*6.2. Environmental precautions*

As with all chemical products, do not flush into surface water.

*6.3. Methods and material for containment and cleaning up**Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

*Large spills:*

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

*Residues:*

After cleaning, flush away traces with water.

*6.4. Reference to other sections*

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

**SECTION 7: Handling and storage***7.1. Precautions for safe handling*

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

*7.2. Conditions for safe storage, including any incompatibilities*

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

*7.3. Specific end use(s)*

This information is not available.

**SECTION 8: Exposure controls/personal protection**

**SECTION 8: Exposure controls/personal protection****8.1. Control parameters**

Occupational exposure limits:

*Distillates (petroleum), hydrotreated light*

ACGIH: 200 mg/m<sup>3</sup> (8 hours) (vapors)

**8.2. Exposure controls****Appropriate engineering controls:**

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

**Individual protection measures, such as personal protective equipment:****a) Eye/face protection:**

Safety glasses with side-shields.

**b) Skin protection:**

i) **Hand protection:** PVC or other plastic material gloves.

ii) **Other:** Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

**c) Respiratory protection:**

No personal respiratory protective equipment normally required.

**d) Additional advice:**

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

**Environmental exposure controls:**

Do not allow uncontrolled discharge of product into the environment.

**SECTION 9: Physical and chemical properties****9.1. Information on basic physical and chemical properties****a) Appearance:**

Viscous liquid, Milky.

**b) Odour:**

Aliphatic.

**c) Odour Threshold:**

No data available.

**d) pH:**

Not applicable.

**e) Melting point/freezing point:**

< 5°C

**f) Initial boiling point and boiling range:**

> 100°C

|  |   |
|--|---|
| g) Flash point:                                  | Does not flash.   |
| h) Evaporation rate:                             | No data available.  |
| i) Flammability (solid, gas):                    | Not applicable.   |
| j) Upper/lower flammability or explosive limits: | Not expected to create explosive atmospheres.   |
| k) Vapour pressure:                              | 2.3 kPa @ 20°C  |
| l) Vapour density:                               | 0.804 g/L @ 20°C  |
| m) Relative density:                             | 1.0 - 1.2 (See Technical Bulletin or Product Specifications for a more precise value, if available) |
| n) Solubility(ies):                              | Completely miscible.  |
| o) Partition coefficient:                        | Not applicable.   |
| p) Autoignition temperature:                     | Not applicable.   |
| q) Decomposition temperature:                    | > 150°C   |
| r) Viscosity:                                    | > 20.5 mm <sup>2</sup> /s @ 40°C  |
| s) Explosive properties:                         | Not expected to be explosive based on the chemical structure.                                       |
| t) Oxidizing properties:                         | Not expected to be oxidising based on the chemical structure.                                       |

#### 9.2. Other information

None.

### **SECTION 10: Stability and reactivity**

#### 10.1. Reactivity

Stable under recommended storage conditions.

#### 10.2. Chemical stability

Stable under recommended storage conditions.

#### 10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

#### 10.4. Conditions to avoid

Protect from frost, heat and sunlight.

#### 10.5. Incompatible materials

Oxidizing agents.

#### 10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO<sub>x</sub>), carbon oxides (CO<sub>x</sub>). Ammonia (NH<sub>3</sub>). Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

## **SECTION 11: Toxicological information**

### *11.1. Information on toxicological effects*

#### Information on the product as supplied:

|                                    |   |
|------------------------------------|---|
| Acute oral toxicity:               | LD50/oral/rat > 5000 mg/kg (Estimated)                                    |
| Acute dermal toxicity:             | LD50/dermal/rat > 5000 mg/kg. (Estimated)                                 |
| Acute inhalation toxicity:         | The product is not expected to be toxic by inhalation.                    |
| Skin corrosion/irritation:         | Non-irritating to skin.   |
| Serious eye damage/eye irritation: | Not irritating. (OECD 437)  |
| Respiratory/skin sensitisation:    | Not sensitizing.  |
| Mutagenicity:                      | Not mutagenic.  |
| Carcinogenicity:                   | Not carcinogenic.   |
| Reproductive toxicity:             | Not toxic for reproduction.   |
| STOT - Single exposure:            | No known effects.   |
| STOT - Repeated exposure:          | No known effect.  |
| Aspiration hazard:                 | Due to the viscosity, this product does not present an aspiration hazard. |

#### Relevant information on the hazardous components:

##### Distillates (petroleum), hydrotreated light

|                                    |  |
|------------------------------------|--|
| Acute oral toxicity:               | LD50/oral/rat > 5000 mg/kg (OECD 401)  |
| Acute dermal toxicity:             | LD50/dermal/rabbit > 5000 mg/kg (OECD 402)   |
| Acute inhalation toxicity:         | LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m <sup>3</sup> (OECD 403) (Based on results obtained from tests on analogous products) |
| Skin corrosion/irritation:         | Not irritating. (OECD 404)<br>Repeated exposure may cause skin dryness or cracking.  |
| Serious eye damage/eye irritation: | Not irritating. (OECD 405)   |

|  |  |
|--|--|
| <i>Respiratory/skin sensitisation:</i> | By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)   |
| <i>Mutagenicity:</i>                   | Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)   |
| <i>Carcinogenicity:</i>                | Carcinogenicity study in rats (OECD 451): Negative.  |
| <i>Reproductive toxicity:</i>          | By analogy with similar substances, this substance is not expected to be toxic for reproduction.<br>NOAEL/rat = 300 ppm. (OECD 421)  |
| <i>STOT - Single exposure:</i>         | No known effects.  |
| <i>STOT - Repeated exposure:</i>       | Based on available data, product is not expected to demonstrate chronic toxic effects.<br>NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products) |
| <i>Aspiration hazard:</i>              | May be fatal if swallowed and enters airways.  |

*Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched*

|   |  |
|---|--|
| <i>Acute oral toxicity:</i>               | LD50/oral/rat = 500 - 2000 mg/kg   |
| <i>Acute dermal toxicity:</i>             | LD50/dermal/rabbit > 2000 mg/kg  |
| <i>Acute inhalation toxicity:</i>         | No data available.   |
| <i>Skin corrosion/irritation:</i>         | Not irritating. (OECD 404)   |
| <i>Serious eye damage/eye irritation:</i> | Causes serious eye irritation. (OECD 405)  |
| <i>Respiratory/skin sensitisation:</i>    | The results of testing on guinea pigs showed this material to be non-sensitizing.            |
| <i>Mutagenicity:</i>                      | In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects. |
| <i>Carcinogenicity:</i>                   | Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.     |

|                                  |   |
|----------------------------------|---|
| <i>Reproductive toxicity:</i>    | Based on available data, product is not expected to be toxic for reproduction.<br>Two-Generation Reproduction Toxicity (OECD 416)<br>- NOAEL/rat > 250 mg/kg/day<br>Prenatal Development Toxicity Study (OECD 414)<br>- NOAEL/Maternal toxicity/rat > 50 mg/kg/day<br>- NOAEL/Developmental toxicity/rat > 50 mg/kg/day |
| <i>STOT - Single exposure:</i>   | No known effects.   |
| <i>STOT - Repeated exposure:</i> | Based on available data, product is not expected to demonstrate chronic toxic effects.<br>NOAEL/oral/rat/600 days = 50 mg/kg/day  |
| <i>Aspiration hazard:</i>        | No known effects.   |

## **SECTION 12: Ecological information**

### *12.1. Toxicity*

#### Information on the product as supplied:

|   |  |
|---|--|
| <i>Acute toxicity to fish:</i>            | LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)   |
| <i>Acute toxicity to invertebrates:</i>   | EC50/Daphnia magna/48 hours = 10 - 100 mg/L (Estimated)  |
| <i>Acute toxicity to algae:</i>           | Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test. |
| <i>Chronic toxicity to fish:</i>          | No data available.   |
| <i>Chronic toxicity to invertebrates:</i> | No data available.   |
| <i>Toxicity to microorganisms:</i>        | No data available.   |
| <i>Effects on terrestrial organisms:</i>  | No data available.   |
| <i>Sediment toxicity:</i>                 | No data available.   |

#### Relevant information on the hazardous components:

##### Distillates (petroleum), hydrotreated light

|   |  |
|---|--|
| <i>Acute toxicity to fish:</i>          | LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)              |
| <i>Acute toxicity to invertebrates:</i> | EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)                    |
| <i>Acute toxicity to algae:</i>         | IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201) |

|                                    |   |
|------------------------------------|---|
| Chronic toxicity to fish:          | NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L                                |
| Chronic toxicity to invertebrates: | NOEC/Daphnia magna/21 days > 1000 mg/L                                      |
| Toxicity to microorganisms:        | EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.                               |
| Effects on terrestrial organisms:  | No data available.  |
| Sediment toxicity:                 | No data available. Readily biodegradable, exposure to sediment is unlikely. |

Poly(oxy-1,2-ethanediyl), *n*-tridecyl-*w*-hydroxy-, branched

|                                    |  |
|------------------------------------|--|
| Acute toxicity to fish:            | LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)         |
| Acute toxicity to invertebrates:   | EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)                 |
| Acute toxicity to algae:           | IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201) |
| Chronic toxicity to fish:          | No data available.   |
| Chronic toxicity to invertebrates: | NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)                 |
| Toxicity to microorganisms:        | EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)      |
| Effects on terrestrial organisms:  | No data available.   |
| Sediment toxicity:                 | No data available.   |

12.2. Persistence and degradability

Information on the product as supplied:

|              |   |
|--------------|---|
| Degradation: | Based on degradation data of components, this product is expected to be readily (bio)degradable.  |
| Hydrolysis:  | At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms. |
| Photolysis:  | No data available.  |

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation: Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Degradation: Readily biodegradable. > 60% / 28 days (OECD 301 B)

Hydrolysis: Does not hydrolyse.

Photolysis: No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow): Not applicable.

Bioconcentration factor (BCF): No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.



Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

**SECTION 13: Disposal considerations**13.1. Waste treatment methodsWaste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

**SECTION 14: Transport information**Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

**SECTION 15: Regulatory information**15.1. Safety, health and environmental regulations/legislation specific for the substance or mixtureInformation on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed as active on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:

Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:

Not concerned.

Section 304 - Reportable Quantity:

Not concerned.

Section 313 (De minimis concentration):

Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:

Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:

Not concerned.

CERCLA

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:

Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

**SECTION 16: Other information**NFPA and HMIS Ratings:

NFPA:

Health: 0  
Flammability: 1  
Instability: 0

**HMIS:**

Health: 0  
Flammability: 1  
Physical Hazard: 0  
PPE Code: B

This data sheet contains changes from the previous version in section(s):

SECTION 5. Fire-fighting measures, SECTION 8. Exposure controls/personal protection, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

**Acronyms**

STOT = Specific target organ toxicity

**Abbreviations**

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

**Hazard statements**

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

**Training advice:**

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 20.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



## TABULATIONS FOR BID

To: City of Miramar

State: FL

From: Polydyne Inc.

Fax No.: (912) 880-2078

Opened: 06/11/20

Subject: Bid #20-006 for Liquid Polymer Purchase

Please provide us with tabulations on the subject bid by filling out this form or attaching your tabulations form to it. A self-addressed stamped envelope is included for your use. If possible, please fax these tabulations to the above-referenced number.

Awarded: YES/NO (circle one)

If YES, indicate awarded vendor with an \*.

If NO, indicate expected date of award.

| Vendor        | Product           | Unit Price |
|---------------|-------------------|------------|
| Polydyne Inc. | Clarifloc SE-1416 | \$1.10/Lb. |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |
|               |                   |            |

Thank you for your assistance,

Randal Vickery

Bid and Contract Coordinator

PH: (912) 880-2035

Database Number 120-129



INVITATION FOR BIDS NO. 20-006  
LIQUID POLYMER PURCHASE  
WEBEX BID OPENING - JUNE 11, 2020 @ 2:00 P.M.

|   | COMPANY NAME    | POLYMER PERFORMANCE DOSAGE<br>AMOUNT<br>(for Polymer Clarifloc SE-1416) |
|---|-----------------|---|
| 1 | POLYDYNE, INC.* | \$1.10/lb   |
|   |                 |   |

**NOTE:** *Offers listed from the Vendors herein are only offers received timely as of the above opening date and time. All other offers submitted in*

*\*The lowest responsible, responsive Bidder.*

**CITY OF MIRAMAR**  
**LIQUID POLYMER PURCHASE**  
**INVITATION FOR BIDS NO. 20-006**



**The City of Miramar Commission:**

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**Commissioner**  
**City Manager**

**City of Miramar**  
**2300 Civic Center Place**  
**Miramar, FL 33025**

**DATE ISSUED: APRIL 27, 2020**  
**DATE OPENS: MAY 26, 2020 at 2:00 P.M.**

# TABLE OF CONTENTS

| <u>CONTENTS:</u>  | <u>PAGE #</u> |
|---|---------------|
| PUBLIC NOTICE INVITING BIDS                             | 5             |
| INSTRUCTIONS TO BIDDERS                                 | 7             |
| SECTION 1 GENERAL TERMS AND CONDITIONS                  | 9             |
| 1-1 DEFINITIONS   | 9             |
| 1-2 AVAILABILITY OF INVITATION FOR BIDS                 | 10            |
| 1-3 CONE OF SILENCE                                     | 10            |
| 1-4 CONTENTS OF SOLICITATION                            | 11            |
| 1-5 PREPARATION AND SUBMISSION OF A BID                 | 12            |
| 1-6 MODIFICATION OR WITHDRAWAL OF A BID                 | 15            |
| 1-7 LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS | 16            |
| 1-8 SOLICITATION POSTPONEMENT OR CANCELLATION           | 16            |
| 1-9 COSTS OF BIDS                                       | 16            |
| 1-10 EXCEPTIONS TO THE SOLICITATION                     | 17            |
| 1-11 PROPRIETARY/CONFIDENTIAL INFORMATION               | 17            |
| 1-12 EVALUATION OF BIDS                                 | 17            |
| 1-13 METHOD OF AWARD; CONTRACT                          | 19            |
| 1-14 RIGHT OF APPEAL                                    | 20            |
| 1-15 BIDDER / CONTRACTOR OBLIGATIONS                    | 21            |
| 1-16 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS   | 22            |
| 1-17 PURCHASING CARD (P-CARD)                           | 22            |
| 1-18 COOPERATIVE PURCHASING AGREEMENT                   | 22            |



## **TABLE OF CONTENTS (CONTINUED)**

| <b>CONTENTS:</b>  | <b>PAGE #</b> |
|---|---------------|
| SECTION 2 SPECIFIC TERMS AND CONDITIONS                                     | 23            |
| 2-1 TO ESTABLISH A CONTRACT FOR THE PURCHASE OF LIQUID POLYMER FOR THE CITY | 23            |
| 2-2 PROCEDURES FOR SELECTION  | 23            |
| 2-3 METHOD OF PAYMENT   | 23            |
| 2-4 ACCEPTANCE OF GOODS BY THE CITY   | 23            |
| 2-5 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM                              | 24            |
| 2-6 INSURANCE   | 24            |
| 2-7 ORDERS SHALL BE PLACED THROUGH A PURCHASE ORDER                         | 26            |
| 2-8 SHIPPING TERMS  | 26            |
| 2-9 TOXIC AND NONTOXIC SUBSTANCES   | 26            |
| 2-10 POINT OF CONTACT   | 26            |
| 2-11 TAXPAYER IDENTIFICATION NUMBER   | 26            |
| 2-12 POINT OF CONTACT   | 26            |
| SECTION 3 SPECIFICATIONS-POLYMER TESTING SPECIFICATIONS                     | 28            |
| SECTION 4 AGREEMENT   | 40            |
| SECTION 5 SAMPLE PURCHASE ORDER TERMS AND CONDITIONS                        | 52            |

## TABLE OF CONTENTS (CONTINUED)

| <u>CONTENTS:</u>  | <u>PAGE #</u> |
|---|---------------|
| SECTION 6 BID COVER SHEET   | 54            |
| SECTION 7 BID SHEET   | 55            |
| SECTION 8 ADDENDA ACKNOWLEDGEMENT FORM  | 56            |
| SECTION 9 BIDDER REFERENCE FORM   | 57            |
| SECTION 10 BIDDER INFORMATION FORM  | 58            |
| SECTION 11 BIDDER'S DISCLOSURE OF SUBCONTRACTORS,<br>SUBCONSULTANTS AND SUPPLIERS | 59            |
| SECTION 12 DRUG-FREE WORKPLACE AFFIDAVIT  | 61            |
| SECTION 13 ANTI-KICKBACK AFFIDAVIT  | 63            |
| SECTION 14 NON-COLLUSIVE AFFIDAVIT  | 64            |
| SECTION 15 NON-DISCRIMINATION AFFIDAVIT   | 66            |
| SECTION 16 BUSINESS/VENDOR PROFILE SURVEY   | 67            |
| SECTION 17 REQUEST FOR TAXPAYER IDENTIFICATION<br>NUMBER AND CERTIFICATION        | 68            |

## SECTION 00100 – PUBLIC NOTICE INVITING BIDS

### CITY OF MIRAMAR

#### LIQUID POLYMER PURCHASE

#### INVITATION FOR BIDS NO. 20-006

**RECEIPT OF BIDS:** Sealed Bids will be received at the Office of the City Clerk of the City of Miramar (the “City”), located at 2300 Civic Center Place, Miramar, Florida 33025, until 2:00 P.M. on May 26, 2020.

**OPENING OF BIDS:** Immediately after the Due Date and Time for Receipt of Bids, the sealed Bids will be publicly opened and read.

**DESCRIPTION OF WORK:** The Work includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary for conducting full scale testing of liquid polymers for the dewatering of the Waste Activated Sludge by the Gravity Belt Thickeners and the Belt Filter Press units. Final vendor selection shall be based upon the single product meeting all performance requirements during full scale testing, at the lower cost.

**SITE OF WORK:** City of Miramar's Wastewater Reclamation Facility, 13900 Pembroke Rd. 33027, Miramar, Florida 33025.

**PRE-BID CONFERENCE:** The City will hold a non-mandatory pre-bid conference via Webex on May 7, 2020 at 1:00 P.M. Webex instructions will be issued via Addendum No. 1.

**PROJECT ADMINISTRATION:** All questions must be submitted in writing to Brenda Martin, by email at: [bamartin@miramarfl.gov](mailto:bamartin@miramarfl.gov) no later than May 14, 2020 at 2:00 P.M. **Absolutely no questions will be answered if submitted after the question submittal deadline.**

**COMPLETION OF WORK:** The Work shall be substantially completed within 60 calendar Days after the issuance of Notice to Proceed (“NTP”) and completed for full acceptance within 30 calendar Days after issuance of the NTP.

**SOLICITATION DOCUMENTS:** The Contract Documents are entitled “CITY OF MIRAMAR – Liquid Polymer Purchase – IFB NO. 20-006.” Copies of this Solicitation package may be obtained at no charge from [DemandStar.com](http://DemandStar.com).

**BID SECURITY:** When applicable, bids shall be accompanied by a certified or cashier's check, or Bid Bond, in the amount of five percent of the Total Bid Price, payable to the City of Miramar, Florida, as a guarantee that the Bidder, upon acceptance, will promptly execute the Agreement and complete the Work in accordance with the Contract Documents and the Total

Bid Price stated in its Bid submittal. Bids shall not be considered unless one of the previously stated forms of Bidder's security is enclosed with the Bid.

**SOLICITATION TIMETABLE:**

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

|  |                            |
|--|----------------------------|
| IFB Advertised   | April 27, 2020             |
| Non-Mandatory pre-bid conference will be conducted via webex. ( <i>Webex instructions will be issued via Addendum.</i> ) | May 7, 2020, at 1:00 P.M.  |
| Deadline for written questions   | May 14, 2020, at 2:00 P.M. |
| Due Date and Time for Bids ( <i>Bidding instructions will be issued via Addendum.</i> )                                  | May 26, 2020 at 2:00 P.M.  |

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

**CITY'S RIGHTS RESERVED:** The City reserves the right to reject any or all Bids, to waive any informality in the Solicitation process, to award certain areas or all of the Work to the lowest responsive, responsible Bidder and as deemed in the best interest of the City.

**END OF SECTION**

## SECTION 00100 – INSTRUCTIONS TO BIDDERS

**IT IS SOLELY AND STRICTLY THE RESPONSIBILITY OF EACH BIDDER TO SUBMIT BIDS TO THE CITY OF MIRAMAR, OFFICE OF THE CITY CLERK, ON/OR BEFORE:**

**BIDS DUE: MAY 26, 2020 AT 2:00 P.M.**

### **INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS**

4. All Bids must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing. ~~The original document package must not be bound, but the document package copies should be individually bound.~~
2. ~~Bidders must submit one unbound, one-sided original, and one two-sided bound copy (for a total of two) copies and one USB containing an electronic version of the complete Bid to the City by the Bid Due Date and Time.~~
3. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
4. The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
5. ~~The original and all copies of the Bid must be packaged in an envelope or container and submitted to the City at the following address:~~

**~~OFFICE OF THE CITY CLERK  
CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FLORIDA 33025~~**

6. ~~Bidders must include the following information clearly marked on the face of the envelope or container:~~
  - a) ~~Bidder's name, return address and telephone number;~~
  - b) ~~Solicitation number;~~
  - c) ~~The Solicitation Due Date and Time; and~~
  - d) ~~Title of the Solicitation.~~
7. ~~Hand-carried Bids may be delivered during the City's regular business hours of 7 A.M. to 6 P.M., Mondays through Thursdays, excluding holidays observed by the City, but not beyond the Due Date and Time.~~

- ~~8. Bids submitted at the same time for different solicitations shall be placed in separate envelopes and each envelope shall contain the information stated in paragraph 6 above.~~
- ~~9. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required, previously stated information appears on the outer package or envelope used by such service.~~
- 10. FURTHER INSTRUCTIONS REGARDING E-BIDDING OR DROP BOX SUBMITTAL WILL BE ISSUED VIA ADDENDUM.**

**BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.**

**~~THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL NOT BE CONSIDERED.~~**

**THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.**

**END OF SECTION**

# **SECTION 1**

## **GENERAL TERMS AND CONDITIONS**

### **1-1**

#### **DEFINITIONS**

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The terms "Bidder" or "Offeror" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The terms "CBE" or "SBE Firm" is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE"), which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that will result from this Invitation for Bids, which may be by way of the terms and conditions of the City's Purchase Order form, or otherwise, in the City's sole discretion.
7. The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.
9. The Terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all exhibits and attachments approved by the City and amendments or change orders issued by the Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City.
11. The term "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder who contract with the Successful Bidder to furnish labor, or labor and materials in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder.
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bids.

13. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.

## 1-2

### AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained at [www.DemandStar.com](http://www.DemandStar.com).

Bidders are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Bidder. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Bidders who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

To request the Solicitation package from the City's Procurement Department, your request should include the following information: the Solicitation number and title, the name of the potential Bidder's contact person, the potential Bidder's name, complete mailing address, telephone number, and fax number.

## 1-3

### CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**," as defined by City Code Section 2-421(e). From the time of advertising, until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This prohibition does not apply to oral communications at pre-bid conferences; oral presentations before selection committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission on matters not related to this Solicitation.

Any questions, explanations, or other requests by any Bidder regarding this Solicitation must be requested in writing to the City's Procurement Department at the address noted below. In addition to other penalties, violation of these provisions may render a Bid "Non-Responsive" and an award to a Bidder "Voidable."

The address, fax number and email for the Procurement Department is:

2200 Civic Center Place  
Miramar, FL 33025  
Fax: (954) 602-3491  
Email: [bamartin@miramarfl.gov](mailto:bamartin@miramarfl.gov)



## CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Opening Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address and telephone number.

2) The Procurement Department will issue a response to any inquiry if it deems it necessary by written amendment to the Solicitation issued prior to the Solicitation Opening Date and Time. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. Bidders shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**" with their Bids.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, and then the General Terms and Conditions.

d) Prices Contained in this Solicitation

1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments. However, such discounts will not be considered in determining the lowest price for Bid evaluation purposes.

2) The Bidder may, at its option, include discounts for prompt payment on their invoices. If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET THIRTY (30) DAYS, effective after receipt of invoice or final acceptance, whichever is later.

**1-5**

**PREPARATION AND SUBMISSION OF BID**

a) Preparation and Submission.

- 1) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bid being deemed "Non-Responsive".
- 2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.
- 3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the City may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.
- 5) Any telegraphic or facsimile Bids shall **not** be considered.
- 6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.
- 7) The silence of the specifications regarding any details or the omission from the Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon this basis.

b) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

c) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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."

All Bidders shall submit a signed and notarized statement with their Bids on the form entitled "**PUBLIC ENTITY CRIMES.**"

d) Preference for CBE or SBE Firms and Local Bidders.

The City encourages CBE/SBE firms to compete for City contracts, and also encourages non-CBE/SBE firms and other minority vendors to use CBE/SBE firms as subcontractors. The City, its vendors, Suppliers, and Consultants should take all necessary and reasonable steps to ensure that CBE/SBE businesses have the opportunity to compete for and perform Contract work for the City in a nondiscriminatory environment.

To request certification or to locate a listing of certified CBE/SBE firms, access the Broward County CBE/SBE website on the Internet at: <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>

To request a current listing of local Miramar businesses, please contact the City's Procurement Department at (954) 602-3054.

- 1) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.

- 2) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.
- 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

e) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT.**"

f) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized Bid Form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

g) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

h) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

i) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges

compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled “**NON-DISCRIMINATION AFFIDAVIT.**”

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid Form entitled “**BUSINESS/VENDOR PROFILE SURVEY.**”

l) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid Form entitled “**NON-COLLUSIVE AFFIDAVIT.**”

m) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid Form entitled “**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.**”

n) Florida Trench Safety Act.

All Bidders shall submit the duly signed and notarized Bid Form entitled **“TRENCH SAFETY ACT COMPLIANCE STATEMENT.”**

#### **1-6**

#### **MODIFICATION OR WITHDRAWAL OF A BID**

- a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

- b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk **prior** to the Due Date and Time for submission of Bids.

#### **1-7**

#### **LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING**

Bids will **not** be accepted by ~~the City Clerk~~ after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids shall **not** be considered.

#### **1-8**

#### **SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

#### **1-9**

#### **COSTS OF BIDS**

All expenses involved with the preparation and submission of Bids to the City shall be borne by the Bidder. **No** payment shall be made for any responses received or effort made by the Bidder relative to providing the Bid.

## **1-10**

### **EXCEPTIONS TO THE SOLICITATION**

Bidders may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid "Non-Responsive". **BIDDERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidders are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

## **1-11**

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records Law." Any person wishing to view the Bids must make an appointment by calling the Procurement Department at (954) 602-3053.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder. Bidders must clearly notify the City within the Bid when submitting a Bid with any proprietary information.

## **1-12**

### **EVALUATION OF BIDS**

#### **a) Rejection of Bid.**

- 1) The City may reject any Bid and award to the next lowest responsive, responsible Bidder whose Bid is in the best interest of the City, or the City may award any portion of a Bid or the City may reject and re-advertise for all or any part of this Solicitation whenever it is in the best interest of the City to do so. The City shall be the sole judge of what is in its "best interest."
- 2) The City may reject any Bid if prices are not reasonable or if they exceed

the City's budget for the Project, as determined by the City.

- 3) The City may reject any part of this Solicitation or award any part whenever it is deemed to be in the best interest of the City.

b) Elimination from Consideration.

No Contract shall be awarded to any person who or any firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

- 1) A Bid will only be considered from a firm which is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with sufficient financial resources, equipment and organization to ensure that they can satisfactorily perform the Work if awarded this Solicitation.
- 2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.
- 3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.
- 5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with laws and



ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

1-13

## METHOD OF AWARD; CONTRACT

a) AGREEMENT

The Successful Bidder will be the lowest responsible, responsive Bidder that satisfies the minimum qualifications of this Solicitation and whose Bid is in the best interest of the City and who will be required to execute an Agreement in accordance with this Solicitation and the Bid. This Solicitation contains the **"AGREEMENT"**. After award, a Contract similar to the Agreement in this Solicitation, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the Agreement has been executed by both parties thereto. A written Notice to Proceed issued to the Successful Bidder by the City is the sole document authorizing the commencement of activities under the Agreement.

b) Voluntary Reduction in Price

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

c) Additional Information

The award of a Contract may be preconditioned on the submission of other documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

d) Independent Contractor

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractors of the Successful Bidder shall be considered to be, at all times, employees or contractors of the Successful

Bidder and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Bidder enjoy any privity of contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and contractors. The City may require the Successful Bidder to remove any employee or contractors that the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

e) Contract Extension

The City reserves the right to automatically extend any Contract for up to 90 calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 90 day extension may occur if the City and the Successful Bidder are in mutual agreement of such extensions.

f) Warranty

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance and to assist the City in evaluation purposes only. No guarantee is expressed or implied as to quantities or dollars that will be used or ordered during the term of any Contract. The City is not obligated to place any order for a given amount during the term of any Contract.

Any stated quantities are for evaluation purposes only, and the City does not guarantee the quantity of Goods to be purchased during the term of the Contract.

h) Non-Exclusive Contract

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract award does not provide exclusive rights to the Successful Bidder to receive all orders that may be generated by the City in connection with the types of Goods and/or Services requested herein.

i) Limited Contract Extension

Any specific Work assignment which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

**1-14**

**RIGHT OF APPEAL**

- a) After a Notice of Intent to Award the Contract is posted by the City at the City Clerk's Notice Board and on the City's website, [www.ci.miramar.fl.us/cityclerk/sunshine](http://www.ci.miramar.fl.us/cityclerk/sunshine), any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within seven Days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.
- b) The City requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent of the amount of the pending award or \$5,000.00.

**1-15**

**BIDDER / CONTRACTOR OBLIGATIONS**

- a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all laws and regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered or required.

- b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

**1-16****REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

- a) All Contracts with the City for purchase of supplies, materials or Services, including professional Services which involve the expenditure of \$25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all suppliers who will supply materials for the Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City.
- b) All Bidders shall submit the completed Bid Form entitled “**INFORMATION REQUIRED OF BIDDER LIST OF SUBCONTRACTORS**” with their Bids. Failure to comply with this requirement shall render the Bid “Non-Responsive”.

**1-17****PURCHASING CARD (P-CARD)**

- a) The City of Miramar has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps in order to accept credit card payments by the City prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.
- b) While acceptance of credit cards for payments may be mandatory, this shall not be the City’s exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City’s P-Card.

**1-18****COOPERATIVE PURCHASING AGREEMENT**

This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-Local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

## **SECTION 2**

### **SPECIFIC TERMS AND CONDITIONS**

#### **2-1**

#### **PURPOSE: TO ESTABLISH A CONTRACT FOR THE PURCHASE OF LIQUID POLYMER FOR THE CITY**

The purpose of this Solicitation is to establish a Contract for the City for the Goods and Services specified herein from an entity that will provide prompt and efficient Service. Specifically, the City is seeking Bids to establish a Contract for the supply of Liquid Polymer for the dewatering of Waste Activated Sludge by Gravity Belt Thickeners and Belt Filter Press units at the Wastewater Reclamation Facility.

The City is requesting Bids from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Bidder", to provide the Goods and Services for the City.

#### **2-2**

#### **PROCEDURES FOR SELECTION:**

By virtue of a two-step process, the City will solicit Bids from qualified Bidders that have the capabilities to manufacture and supply polymer as specified herein. Bidders shall submit their Bids in two separate envelopes as described.

Step 1: In order to determine proper dosage levels, Bidders are required to perform Bench Testing and, if short-listed, shall be notified by the City to move Step 2.

Step 2: Field Test – Full-scale field testing. In order to make the selection of one Liquid Polymer supplier, short-listed Bidders shall be required to put their qualified product(s) through full-scale Field Testing, as described in Section 3. Through Field Testing, the Successful Bidder shall demonstrate the ability to meet or exceed all performance criteria at the lowest cost.

#### **2-3**

#### **METHOD OF PAYMENT: PERIODIC INVOICES FOR PERIODIC PURCHASES**

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Goods have been delivered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Goods delivered, and the dates or period that the Goods were delivered within the prior 30 days.

## **2-4**

### **ACCEPTANCE OF GOODS BY THE CITY**

The Goods shall be maintained and delivered to the City in excellent condition. If the City deems that a product does not meet specifications, it will be returned to the Successful Bidder as exchange for suitable merchandise or for full credit at no additional cost to the City.

An authorized representative of the City will inspect the delivered Goods. This inspection shall be performed to determine acceptance of the Goods, appropriate invoicing and warranty conditions.

## **2-5**

### **WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM**

a) The Bidder shall supply a copy of the manufacturer's written standard warranty certificates for each item with its Bid. The warranty supplied by the manufacturer shall begin on the date of acceptance of the Goods or Services by the City and shall remain in full force for the full period identified by the manufacturer, regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City for the Goods or Services received from the Bidder does not constitute a waiver of these warranty provisions.

b) The Bidder shall be responsible for ensuring that the manufacturer promptly corrects any deficiency, at no cost to the City, within 15 calendar days after the City notifies the Bidder of such deficiencies in writing. If the Bidder fails to honor the manufacturer's warranty and/or fails to correct or replace the defective Work or items within the period specified, the City may, at its discretion, notify the Bidder in writing that the Bidder may be debarred as a City Bidder and/or subject to contractual remedies if the corrections or replacements are not completed to the satisfaction of the City within five calendar days of receipt of the notice. If the Bidder fails to satisfy the manufacturer's warranty within the period specified in the notice, the City may:

- 1) Place the Bidder in default of its Contract; and/or
- 2) Procure the Goods or Services from another vendor and charge the Bidder for any re-procurement costs that are incurred by the City for the new Goods, either through an offset from any unpaid invoices or through invoices.

## **2-6**

### **INSURANCE**

The Successful Bidder agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager with certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and save the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

#### **Minimum Limits of Insurance**

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident.
3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
4. Workers' Compensation: Statutory

#### **Required Insurance Endorsements**

The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.
2. WAIVERS OF SUBROGATION - Bidder agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, regardless of cause:
  - a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

The Contract shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to the Contract.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

## **2-7**

### **ORDERS SHALL BE PLACED THROUGH A PURCHASE ORDER**

The Successful Bidder shall not ship any Goods until a Purchase Order has been received from the City's Procurement Department, provided that such notification shall be superseded by any emergency deliveries that may be specified herein. Any order resulting from this Solicitation will be subject to the standard terms and conditions on the reverse side of the Purchase Order (see Section 5, Purchase Order Terms and Conditions, pages 49-50).

## **2-8**

### **SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)**

All Bidders shall quote prices based on F. O. B. destination and shall hold title to the Goods until such time as they are delivered to and accepted by an authorized City representative.



## 2-9

### TOXIC AND NONTOXIC SUBSTANCES

- a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") and the Florida "Right to Know" law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar  
Fire Department  
Attention: **Fire Prevention**  
2200 Civic Center Place  
Miramar, FL 33025

- b) The Successful Bidder must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to satisfy this requirement may result in a Bid being deemed "Non-Responsive".
- c) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center  
2551 Executive Center Circle West  
Tallahassee, Florida 32501-5014

## 2-10

### POINT OF CONTACT

For any additional information regarding the specifications and requirements of this Solicitation, please contact Brenda Martin at 954-602-3311.

## 2-11

### TAXPAYER IDENTIFICATION NUMBER

The Successful Bidder shall provide the City with its Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

## SECTION 3 SPECIFICATIONS

### POLYMER TESTING & SELECTION SPECIFICATIONS

#### 3-1 MATERIAL SPECIFICATIONS

Liquid Polymer shall be capable of increasing waste activated sludge solids content from approximately one percent (1%) to a minimum of five percent (5%) following Gravity Belt Thickening ("GBT"), and a minimum of 14% solids following Belt Filter Press ("BFP") dewatering when applied at the vendor's recommended optimum dosage. Following BFP polymer application and dewatering, the filtrate solids content shall not exceed 200 mg/L.

#### 3-2 PERFORMANCE TESTING

- a. In order to determine proper dosage levels, Bidders are required to perform initial Bench Testing and, if short-listed, Field Testing at the City's Wastewater Reclamation Facility ("WWRF"). The WWRF is located at 13900 Pembroke Road, Miramar, FL 33027. The available dates for Bench Testing are provided in Section 2-3. Bidders will be required to contact the Assistant Plant Manager to schedule **mandatory** Bench Testing during the Bench Testing period. Failure to honor a scheduled Bench Testing event may result in that vendor's Bid being deemed "Non-Responsive".
- b. Each vendor shall be allowed to test up to four distinct polymers of their choice, but only one polymer shall be Bench Tested at any given time. The unit price (\$/lb) of each polymer which the vendor intends to introduce during Bench Testing shall be included with the Bid proposal in a sealed envelope, which will be opened at the completion of all full-scale Field Testing. No other polymer products shall be permitted during either Bench Testing or Field Testing.
- c. Vendors deemed responsive and responsible, and whose products meet all Bench Testing performance requirements, shall be invited (i.e. short-listed) to perform follow-up full-scale Field Testing on dates to be determined after creation of a short list. The City shall award the Bid to the most responsive and responsible vendor based on the lowest total unit cost of the product, determined by multiplying the unit price by the Estimated Optimum Dosage Rate per ton of dry solids that meets all full-scale Field Testing polymer performance requirements as defined herein. In the event of a tie for the lowest total unit cost, the product which produces the highest BFP cake solids content during Field Testing shall prevail.

**NOTE: (a) Percentage of active polymer will not be used as a basis for award; and (b) testing of the same polymer product by more than one vendor shall not be allowed.**

### **3-3 PRODUCT TESTING**

- a. The vendor shall perform Bench Testing in the WWRF Lab or as otherwise directed by the City. Full-scale Field Testing by short-listed vendor(s) shall take place at the GBT and BFP. The City will provide all reasonable items required to facilitate testing. Any special items needed during Bench and/or Field Testing shall be the vendor's responsibility to provide during scheduled testing dates. The sludge samples will be provided by the City.
- b. The type and quantity of Liquid Polymer necessary to best meet all performance requirements will be decided by the vendor. The vendor is responsible for ensuring that the application of its product will not result in any deleterious side effects, such as toxicity. Detailed testing protocols are provided in this IFB.

### **3-4 DELIVERY REQUIREMENTS**

- a. Following Successful Bidder selection, deliveries shall be to the WWRF by truck, and unloading shall be by truck-mounted compressor or other suitable means. The City has no unloading facilities. Normal deliveries shall be made between the hours of 7:30 A.M. and 3:00 P.M., Monday through Friday. Emergency deliveries shall be specifically requested, when necessary.
- b. Delivery frequency shall be at the City's discretion. Anticipated frequency is once a month (maximum) to once every three months (minimum). Quantities may vary depending upon actual usage. Delivery ticket shall plainly state polymer identification and batch number, amount (in pounds or gallons) and total cost of delivery. Polymer shipping containers shall be in conformance with applicable regulations of the Interstate Commerce Commission.

### **3-5 QUANTITY**

- a. Estimated quantities of required Liquid Polymer shall be sufficient to dewater 350,000 gallons per day of waste activated sludge containing one percent (1%) solids to the levels specified herein.
- b. There is no warranty or guarantee given or implied as to the total quantities that may be purchased from any resulting Contract. Estimated quantities or estimated dollars are for prospective vendors' guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. Said estimates are intended to be used by the City for purposes of determining the lowest, responsive, responsible vendor meeting these specifications.

### **3-6 PROTOCOL FOR BENCH TESTING**

- 1) The City shall supply the following samples for Bench Testing:
  - a. Waste Activated Sludge ("WAS")
  - b. Secondary Digester sludge
- 2) Vendor shall supply all polymers and test equipment for laboratory Bench Testing at no cost to the City. Recommended equipment shall include but is not limited to:
  - a. Safety gloves and goggles
  - b. 1,000-mL graduated cylinder
  - c. 1-mL syringes for polymer injection
  - d. 10-mL graduated pipets
  - e. Digital timer with a minimum range of 0 – 15 minutes
  - f. Six-place gang stirrer (also known as jar stirrer) with a minimum mixing range of 0 – 150 rpm (e.g. Phipps & Bird 7790-910)
  - g. Square transparent jars (6 minimum), sized 1000 or 2000-mL for use with gang stirrer.
- 3) Each vendor may test up to four distinct polymers of their choice, but only one polymer shall be Bench Tested at any given time.
- 4) Testing of the same polymer (even if supplied under different brand names) by more than one vendor shall not be allowed.
- 5) During each day of testing, a portion of one of the WAS and Secondary Digester sludge samples supplied for Bench Testing shall be analyzed for solids concentration at the City's NELAC-certified West Water Treatment Plant Water Quality Laboratory.
- 6) City will provide bench space at the non-certified WWRF Lab, or other suitably designated area on site.
- 7) During the scheduled testing dates, each vendor will be allowed a total of up to six hours for polymer Bench Testing.
- 8) The City shall assemble an Evaluation Panel, consisting of wastewater plant operators currently licensed in the State of Florida. The panel's decision on all matters relating to performance observations witnessed during Bench Testing shall be final, and the vendor shall have no recourse.
- 9) The Bench Test (also known as "Jar Test") will be conducted for WAS and Secondary Digester sludge as follows:
  - a. Vendor will determine the approximate minimum dosage of polymer for the type of sludge to be tested. Any dilution of the neat polymer shall be recorded.
  - b. Fill six volume-matched square transparent jars (supplied by vendor) with well-mixed sludge using a 1000-mL graduated cylinder.
  - c. Place the filled jars on a 6-place gang stirrer (supplied by vendor), with the

- paddles positioned identically in each jar.
- d. Mix the jars simultaneously at 40 – 50 rpm for 30 seconds, then discontinue mixing until polymer addition is completed in the next step.
  - e. Leave the first (left-most) jar as a City Control Jar, and add increasing dosages of the vendor's polymer to subsequent jars (moving from left to right), starting with an amount 10% less (by volume) than the minimum dosage determined in Step "a" above.
    1. The City Control Jar (assuming 1,000-mL jar size) shall be injected with 20<sup>1</sup> mL of well-mixed 2.5% solution (i.e. 1 mL neat polymer in 40 mL water) of the polymer in current use at the WWRF. All subsequent observations and measurements shall be relative to the Control Jar.
    2. Polymer solutions (City's and vendor's) must be injected as quickly as possible below the sludge level, and about halfway between the stirrer shaft and jar wall.
  - f. Increase the mixing speed in all jars to 100 - 150 rpm for 30 seconds (rapid mix).
  - g. Reduce the mixing to 40 – 50 rpm, and continue the slow mix for one minute to promote coagulation. The Evaluation Panel will note and record relative floc sizes as "Smaller", "Same" or "Larger".
  - h. Turn the mixer off and allow settling to occur over a 15-minute quiescent period. The Evaluation Panel will note and record relative rates of settling as "Slower", "Same" or "Faster".
  - i. After the settling period:
    1. The Evaluation Panel will note and record relative supernatant appearance and depth.
    2. A digital photograph of the undisturbed test apparatus shall be taken, and made a part of the Bench Test records for each polymer and for the two sludge types.
    3. The vendor shall identify and record which one among the five jars best represents the optimum dosage for that run. From the jar selected by the vendor and the City Control Jar, supernatant turbidity shall be measured by the City from samples drawn at a depth of 1 - 2 cm below the liquid surfaces. The City will record both turbidity measurements ("NTU").

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<sup>1</sup> If the square transparent gang stirrer jars are 2000-mL, then inject 40 mL of the 2.5% solution into the City Control Jar.

4.

- 10) The vendor shall repeat Step 9 above for the two sludge types, and for up to three additional products within the six hours allowed for the scheduled Bench Testing. **IF ANY TEST RUN CANNOT BE COMPLETED FOR ANY REASON NOT RESULTING FROM ANY ACTION OR INACTION BY THE CITY, THE PRODUCT SHALL BE DISQUALIFIED FROM FURTHER CONSIDERATION, AND THE VENDOR SHALL HAVE NO RECOURSE.**
- 11) All information collected during Bench Testing shall be recorded in a form to be provided by the City, including but not limited to:
- a. Test date/time
  - b. Vendor name
  - c. Polymer product name/ID
  - d. WAS solids content, %, before polymer injection
  - e. Digester solids content, %, before polymer injection
  - f. Supernatant solids content, mg/L, after polymer injection
  - g. Polymer dosages, dilutions; corresponding observations, measurements and photos
- 12) Vendors with at least one product meeting the following performance requirements shall be short-listed by the City to perform full-scale Field Testing, based on the jar(s) selected by the vendor in Step 9.i.3 above representing the optimum dosage for each polymer tested:
- a. Relative floc size shall be "Same" or "Larger" OR
  - b. Relative rates of settling shall be "Same" or "Faster", AND
  - c. Supernatant turbidity (NTU) shall be within  $\pm 25\%$  of turbidity measured in the City Control Jar for the corresponding test run.

### **3-7 PROTOCOL FOR FULL-SCALE FIELD TESTING**

- 1) The City will schedule each vendor for one day at the WWRF for the Full-Scale testing.
- 2) Each short-listed vendor shall offer, without City involvement, up to two of their Bench-Tested polymers meeting all performance requirements for full-scale Field Testing at the WWRF GBT and BFP. This means each vendor may test up to a total of two polymers.
- 3) Prior to testing of each polymer, a Safety Data Sheet shall be provided to the City, which complies with OSHA 29 CFR 1910.1200.

- 4) Vendors will supply all polymers used in the full scale testing at no cost to the City.
- 5) To the greatest extent possible, the City will have each short listed vendor use the same GBT and BFP units, within acceptable belt tension settings, for each full-scale test performed.
- 6) The City will provide a dedicated polymer feed system (like a Poly Blend unit) at the GBT and BFP sites to be used for each full-scale test performed by all vendors.
- 7) Each vendor will provide enough polymer to allow a two hour test run for the GBT operation.
- 8) Each vendor will provide enough polymer to allow a three hour test run for the BFP operation.
- 9) Each vendor will be allowed to make polymer adjustments during the first hour of each test run. The level of polymer usage after the polymer adjustment period shall be considered to be the optimum dosage. No polymer adjustments can be made during the remaining one hour of the two hour GBT test run, or two hours of the three hour BFP test run.
- 10) During each full scale test run, after the one-hour polymer adjustment period, the City will obtain hourly grab samples of the GBT discharge, BFP dewatered sludge/cake, and BFP filtrate to be analyzed in the West WTP Water Quality Laboratory for solids concentrations. This means that the efficacy of each product will be associated with six measurements.
- 11) The two measurements from each sample location will be averaged. The average of the two measurements will be used to evaluate the performance of each test run.
- 12) All data collected during Field Testing shall be recorded in a form to be provided by the City, including but not limited to:
  - a. Test date/time
  - b. Vendor name
  - c. Polymer product name/ID
  - d. WAS solids content, %
  - e. Digester solids content, %
  - f. Average WAS feed rate, %
  - g. Average Digester sludge feed rate, gpd
  - h. Total quantity of polymer applied (i.e. after polymer adjustment period), lbs
  - i. GBT sludge solids content, %
  - j. BFP cake solids content, %
  - k. BFP filtrate solids content, mg/L
- 13) In order to proceed to the next step, each vendor's product must meet the following performance requirements at the end of full-scale Field Testing:
  - a. The GBT discharge shall have a minimum sludge solids content of five percent

(5%); AND

- b. The BFP discharge shall have a minimum cake solids content of 14%; AND
- c. The BFP filtrate solids content shall not exceed 200 mg/L.

14) Any product not meeting all of the performance conditions set forth in the previous step shall not be afforded any further consideration, and the vendor shall have no recourse.

15) The estimated optimum polymer dosage per ton of dry solids, as quantified and supported by the Field Testing phase, shall be determined as follows:

- a. At the end of testing for each polymer, the total quantity (in pounds, lbs) of product used at the GBT and BFP (i.e., after the one-hour polymer adjustment periods) shall be recorded as “# Polymer”.
- b. Tons of dry solids processed during the Continuous Operation interval shall be calculated as:

$$\text{Dry Tons} = (8.34 \times Q_s \times C_s) / 2,000$$

where  $Q_s$  = average sludge feed rate applied to the unit (million gallons per day, MGD) and  $C_s$  = sludge or cake solids concentration (milligrams per liter, mg/L, or parts per million, ppm).

- c. The Estimated Optimum Dosage Rate (in lbs/dry ton/day) for each tested polymer shall be calculated as:

$$EODR = [\# \text{ Polymer/Dry Tons}]_{GBT} + [\# \text{ Polymer/Dry Tons}]_{BFP}$$

16) The basis for selection shall be the lowest Application Unit Cost of polymer (as \$/dry ton/day) required to meet or exceed all performance criteria, calculated as:

$$\text{Application Unit Cost} = EODR \times \text{Polymer Price}$$

where Polymer Price = unit price of neat polymer (\$/lb) provided in sealed envelope at bid opening. Absence of unit pricing shall result in product disqualification.

17) In the event of a tie for the lowest Application Unit Cost, the product that produced the highest BFP cake solids content during Field Testing shall prevail.

## **END OF POLYMER TESTING PROTOCOLS**



## **CITY OF MIRAMAR - 2020 POLYMER TESTING**

### **A. PERFORMANCE (GUARANTEED) CONDITIONS**

1. Type of Sludge: 100% Waste Activated Sludge (no primary sludge)
2. Sludge Characteristics (typical):
  - a. Volatile Solids Content, percent average: 78  
Nominal range, percent: 75-80
  - b. WAS Feed Concentration, percent average: 1.0  
Normal range, percent: .8-1.7
3. Total Hydraulic Loading, gpm: 50 - 150
4. Polymer:
  - a. Type of Polymer: Liquid (emulsion)
  - b. Polymer Solution Concentration Range, percent: 0.15 - 0.25
  - c. pH (when applied at 5 grams per liter): 4 – 6
  - d. Water Solubility: Completely miscible
  - e. Specific Gravity: 1.0 – 1.1
5. Min. Solids Capture Rate at Performance Conditions: 95%
6. Min. Dry Solids Content in Sludge Cake at Performance Conditions: 14%

### **B. EXISTING FACILITIES**

1. Number of Units to be Operated for Testing: 2
2. Location: Dewatering Building
3. Belt Filter Presses (see Table 1)
4. Belt Filter Presses (see Table 2)
5. Spray Water Booster Pumps (see Table 3)
6. Belt Conveyors (see Table 4)

**Table No. 1**  
**Gravity Belt Thickeners (GBT)**

| <b>Description</b>             | <b>Value</b> | <b>Unit of Measurement</b> |
|--------------------------------|--------------|----------------------------|
| <i><u>General Features</u></i> |              |                            |
| Number of units                | 2            | ---                        |
| Manufacturer                   | Ashbrook     | ---                        |
| Identification Nos.            | BT 51000     | ---                        |
|                                | BT 52000     |                            |
| Size                           | 2            | m                          |
| Capacity (each)                | 350          | gpm                        |
| <i><u>Design Loading</u></i>   |              |                            |
| Flow                           | 20,850       | lbs/day                    |
| Feed Solids Content            | 0.4 – 0.7    | %                          |
| Thickened Solids Content       | 3 – 5        | %                          |
| Solids Loading                 | 700 – 1,225  | Lbs/hr-ess                 |
| <i><u>Drive Motor</u></i>      |              |                            |
| Manufacturer                   | U.S. Motors  | ---                        |
| Frame                          | 213 TC       | ---                        |
| Speed                          | 1200         | RPM                        |
| Horsepower                     | 3            | Hp                         |
| Power Supply                   | 460/3/60     | V / Ph /Hz                 |

**Table No. 2**  
**Belt Filter Presses (BFP)**

| <b>Description</b>             | <b>Value</b>                | <b>Unit of Measurement</b> |
|--------------------------------|-----------------------------|----------------------------|
| <b><u>General Features</u></b> |                             |                            |
| Number of units                | 2                           | ---                        |
| Manufacturer                   | Ashbrook                    | ---                        |
| Model No.                      | SMX-S8                      | ---                        |
| Identification Nos.            | BP 55000<br>BP 5600         | ---                        |
| Size                           | 2                           | m                          |
| Capacity (each)                | 150                         | gpm                        |
| <b><u>Design Loading</u></b>   |                             |                            |
| Flow                           | 1500                        | lbs/hr                     |
| Feed Solids Content            | 2 - 5                       | %                          |
| Dewatered Solids Content       | 14 – 16                     | %                          |
| <b><u>Drive Motor</u></b>      |                             |                            |
| Manufacturer                   | Eurodrive (High Efficiency) | ---                        |
| Frame                          | 213 TC                      | ---                        |
| Speed                          | 1800                        | RPM                        |
| Horsepower                     | 3                           | Hp                         |
| Power Supply                   | 460/3/60                    | V / Ph /Hz                 |

**Table No. 3**  
**Spray Water Booster Pumps**

| <b>Description</b>             | <b>Value</b>                     | <b>Unit of Measurement</b> |
|--------------------------------|----------------------------------|----------------------------|
| <b><u>General features</u></b> |                                  |                            |
| Number of Units                | 1                                |                            |
| Manufacturer                   | Peerless                         |                            |
| Model Type                     | F160ANB                          | per unit                   |
| Design Flow                    | 5                                |                            |
| Design Head                    | Horizontal Split,<br>Centrifugal | gpm<br>ft                  |
| <b><u>Drive Motor</u></b>      |                                  |                            |
| Manufacturer                   | 162                              |                            |
| Frame                          | U.S. Electric                    |                            |
| Speed                          | 215 T                            | RPM                        |
| Horsepower                     | 3500                             | Hp                         |
| Power                          | 10                               | V / Ph / Hz                |
| Supply                         | 460 / 3 / 60                     |                            |

**Table No. 4**

**Belt Conveyors**

| <b>Description</b>             | <b>Value</b>          | <b>Unit of Measurement</b> |
|--------------------------------|-----------------------|----------------------------|
| <b><i>General Features</i></b> |                       |                            |
| Number of Units                | 1                     |                            |
| Manufacturer                   | Custom Conveyor Corp. |                            |
| Identification No.             | BC 58000              |                            |
| Width                          | 24                    | inch                       |
| Speed of Operation             | 100                   | ft/min                     |
| Density                        | 65-70                 | lbs/ft <sup>3</sup>        |
| Capacity                       | 19.5                  | tons/hr                    |
| <b><i>Drive Motor</i></b>      |                       |                            |
| Manufacturer                   | Reliance              |                            |
| Frame                          | L182T                 |                            |
| Speed                          | 1800                  | RPM                        |
| Horsepower                     | 5                     | Hp                         |
| Power Supply                   | 460 / 3 / 60          | V / Ph / Hz                |

## SECTION 4 AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)



### AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

### FOR LIQUID POLYMER PURCHASE IN MIRAMAR, FLORIDA

**THIS AGREEMENT** (the "Agreement") is entered into and dated [REDACTED], 2020, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and [REDACTED] (the "Contractor"), a Florida corporation whose address is [REDACTED].

#### WITNESSETH:

**WHEREAS**, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation to Bid No. 20-006 (the "IFB"), entitled "Liquid Polymer Purchase" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

**WHEREAS**, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

**WHEREAS**, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

**NOW THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

#### **ARTICLE 1** **DEFINITION**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

## **ARTICLE 2**

### **SCOPE OF SERVICES**

The Work includes, but is not limited to, the Contractor furnishing all labor, material, machinery, tools, equipment, services and incidentals necessary for conducting full scale testing of liquid polymers for the dewatering of the Waste Activated Sludge by the Gravity Belt Thickeners and the Belt Filter Press units. Final vendor selection shall be based upon the single product meeting all performance requirements during full scale testing, at the lower cost, and any and all additional Work included in the Contract Documents and the Contractor's proposal, attached hereto as **Exhibit "A"**.

#### **Estimates/Quotations:**

All requests for related Goods and/or Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed.

#### **Purchase Orders:**

1. The Contractor shall not perform or begin any Work without prior written authorization and an approved Purchase Order from the City.
2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City Purchase Order for the Work, shall constitute a term of default and authorization for payment shall be denied.

## **ARTICLE 3**

### **CONTRACTOR AND CITY'S RELATIONSHIP**

**3.1** The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

**3.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the City and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work;
- B. Is experienced in all aspects of the Work required for projects similar to the Project;
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida

Statutes, within the preceding 36 months from the date of execution of this Agreement.

**3.3** The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

#### **ARTICLE 4** **PAYMENT**

The Contractor shall submit periodic invoices for the Goods and Services to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

#### **ARTICLE 5** **CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 60 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 30 Calendar Days after the commencement date given in the Notice to Proceed.

#### **ARTICLE 6** **CONTRACT PRICE**

City shall pay Contractor [REDACTED] \$( [REDACTED] ) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City for all costs incurred by the Contractor administering the Project beyond the Final Completion date specified herein or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Contractor and agreed to by the City.



**ARTICLE 7**  
**TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two years, commencing on the date this Contract is executed by both parties, with three successive City options to renew for additional one year terms each, unless terminated earlier pursuant to Article 10 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

**ARTICLE 8**  
**INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

**ARTICLE 9**  
**INDEMNIFICATION**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 10**  
**TERMINATION**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 11**  
**DEFAULT**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 12**  
**DELIVERY OF MATERIALS**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 13**  
**NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified

right to terminate this Agreement without any penalty or expense to the City.

#### **ARTICLE 14** **INSURANCE**

See Section 5, Purchase Order Terms and Conditions.

#### **ARTICLE 15** **ASSIGNMENT**

See Section 5, Purchase Order Terms and Conditions.

#### **ARTICLE 16** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

#### **ARTICLE 17** **AUDIT AND INSPECTION RIGHTS**

**17.1** The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

**17.2** The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

**17.3** The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

## **ARTICLE 18**

### **NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **ARTICLE 19**

### **PUBLIC RECORDS**

**19.1** The Contractor shall comply with The Florida Public Records Act as follows:

19.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

19.1.2 Upon request by the City's records custodian, provide the City with a copy of 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.

19.1.3 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.

19.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

19.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

19.1.6 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

19.1.7 Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

**ARTICLE 20**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 21**  
**REAFFIRMATION OF REPRESENTATIONS**

Contractor reaffirms all of the representations contained in the Solicitation documents and previously made in all Contract Documents.

**ARTICLE 22**  
**COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

**ARTICLE 23**  
**NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**TO CITY OF MIRAMAR:**

ATTN: Vernon E. Hargray,  
City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [vhargray@miramarfl.gov](mailto:vhargray@miramarfl.gov)

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**SECTION 24**  
**NON-DISCRIMINATION**

See Section 5, Purchase Order Terms and Conditions.

**ARTICLE 25**  
**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**ARTICLE 26**  
**WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**ARTICLE 27**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 28**  
**CITY'S OWN FORCES**

**28.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

**28.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the

Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

## **ARTICLE 29**

### **LIMITATION OF LIABILITY**

**29.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

**29.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**29.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

## **ARTICLE 30**

### **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## **ARTICLE 31**

### **WARRANTY**

See Section 5, Purchase Order Terms and Conditions.

## **ARTICLE 32**

### **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

## **ARTICLE 33**

### **SEVERABILITY**

**33.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**33.2** City and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

## **ARTICLE 34**

### **SCRUTINIZED COMPANIES**

**34.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**34.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**34.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**36.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **ARTICLE 35**

#### **CONFLICT-OF-INTEREST**

**35.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

**35.2** Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

### **ARTICLE 36**

#### **VENUE AND JURISDICTION**

See Section 5, Purchase Order Terms and Conditions.

### **ARTICLE 37**

#### **SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

### **ARTICLE 38**

#### **MISCELLANEOUS**

Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.



**ARTICLE 39**  
**ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Vernon E. Hargray

**CONTRACTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2020.

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

\_\_\_\_\_  
Corporate Seal

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Miramar, Florida only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

## **SECTION 5**

### **PURCHASE ORDER TERMS AND CONDITIONS:**

The following Terms and Conditions are applicable to this order entered into by and between City of Miramar (referred to as the "City") and Vendor (referred to as the "Seller")

#### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Chief Procurement Officer constitute the complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Chief Procurement Officer.

#### CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

#### EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

#### DEFAULT

In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### TERMINATION

City, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess costs of re-procurement.

#### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

#### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

#### INVOICING

Seller must render original invoice to the City of Miramar: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025-6577.

#### TAX

The City of Miramar is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

#### RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Miramar order, issued by the Procurement Division.

#### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the City within (10) calendar days after date of the order.

#### REPRESENTATIVE

All parties to this order agree that the representatives named herein possess full and complete authority to bind the parties.

#### DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

#### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

#### QUANTITIES

Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

# **PURCHASE ORDER TERMS AND CONDITIONS (CONTD)**

## **PAYMENT CHANGES**

Payments shall be made only to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

## **ANTI-DISCRIMINATION**

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

## **UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

## **LEGAL RESPONSIBILITY**

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

## **LIABILITY-COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless City, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this order.

## **INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

## **OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet. (M.S.D.S.)

## **PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature, advertising, or for any other purpose.

## **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Miramar Risk Manager.

## **COMPLIANCE WITH LAWS**

Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this order or the performance of work hereunder.

## **CONSENT TO JURISDICTION**

Venue of any action to enforce this order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

## **WARRANTY**

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within 15 calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

# SECTION 6

## BID COVER SHEET

### LIQUID POLYMER PURCHASE

#### IFB No. 20- 006

|   |                                      |
|---|--------------------------------------|
| <b>BIDDER'S NAME</b> (Name of firm, entity, or organization):   |                                      |
| <b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>  |                                      |
| <b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b>   |                                      |
| Name: _____   | Title: _____                         |
| <b>EMAIL ADDRESS OF CONTACT PERSON:</b>   |                                      |
| <b>MAILING ADDRESS:</b>   |                                      |
| Street Address: _____   |                                      |
| City, State, Zip: _____   |                                      |
| <b>TELEPHONE:</b> _____<br>( _____ ) _____  | <b>FAX:</b> _____<br>( _____ ) _____ |
| <b>EMAIL:</b> _____   |                                      |
| <b>BIDDER'S ORGANIZATION STRUCTURE:</b>   |                                      |
| _____ Corporation            _____ Partnership            _____ Proprietorship            _____ Joint Venture            _____ Other (explain): _____ |                                      |
| <b>IF CORPORATION:</b>  |                                      |
| Date Incorporated/Organized: _____  |                                      |
| State of Incorporation/Organization: _____  |                                      |
| States registered in as foreign Corporation: _____  |                                      |
| <b>BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>   |                                      |
| <b>LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:</b>  |                                      |
| <b>BIDDER'S AUTHORIZED SIGNATURE:</b>   |                                      |
| The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.   |                                      |
| Signed by: _____  | Date: _____                          |
| Print name: _____   | Title: _____                         |

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID "NON-RESPONSIVE"**

## SECTION 7 – BID SHEET

**THIS BID SHEET SHALL BE PLACED IN AN ADDITIONAL SEPARATE SEALED ENVELOPE WITHIN the Bid submission package which will be opened after the completion of full-scale Field Testing**

### LIQUID POLYMER PURCHASE

#### CITY OF MIRAMAR WASTEWATER RECLAMATION FACILITY

| SCHEDULE OF UNIT PRICES  |   |          |       |                 |
|--|---|----------|-------|-----------------|
| <i>All Work required for a complete Project is inclusive in unit prices, whether or not specifically referenced in the unit price description. Unit Price(s) listed shall be for neat product.</i> |   |          |       |                 |
|  | Liquid Polymer Manufacturer & Product ID                          | Quantity | Unit  | Unit Price (\$) |
| 1.   | [Required]  | 1        | \$/LB |                 |
| 2.   | [Optional]  | 1        | \$/LB |                 |
| 3.   | [Optional]  | 1        | \$/LB |                 |
| 4.   | [Optional]  | 1        | \$/LB |                 |
| 5.   | Calendar days required for delivery after receipt of order (ARO): |          |       |                 |

Taxpayer Identification Number (TIN): \_\_\_\_\_

BIDDER: \_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**NOTE: ONLY THE PRODUCT(S) LISTED ABOVE SHALL BE ALLOWED TO BE BENCH TESTED. FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL DEEM YOUR BID "NON-RESPONSIVE".**

**SECTION 8**  
**ADDENDA ACKNOWLEDGEMENT FORM**

| Addendum # | Date Received |
|------------|---------------|
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |
| _____      | _____         |

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 9 - BIDDER REFERENCE QUESTIONNAIRE

Reference for Contractor: \_\_\_\_\_

Agency Giving Reference: \_\_\_\_\_

Person Giving Reference: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name of Project Completed by Contractor: \_\_\_\_\_

What was the Dollar value of the Project: \_\_\_\_\_

What was the Completion Date of the Project: \_\_\_\_\_

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| Question   | Rating    |      |      |      |              |
|--|-----------|------|------|------|--------------|
|  | Excellent | Good | Fair | Poor | Unacceptable |
| Did the contractor complete the project on time, in accordance with specifications?                |           |      |      |      |              |
| Did the contractor submit excessive change orders?<br>If yes, how many? _____                      | YES       |      | NO   |      |              |
| How would you rate the firm's responsiveness on administrative and service issues?                 |           |      |      |      |              |
| How would you rate the quality and experience of the firm's project manager and on-site personnel? |           |      |      |      |              |
| Was this awarded under a competitive process?  |           |      |      |      |              |
| How would you rate the contractor's project management, including management of sub contractors?   |           |      |      |      |              |
| Would you use the contractor again?  | YES       |      | NO   |      |              |
| Overall, what would you rate their performance?  |           |      |      |      |              |

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sign Name: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

**FAILURE TO RETURN THREE (3) REFERENCES BY USING THIS FORM  
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## **SECTION 10 BIDDER INFORMATION FORM**

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive".

(1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years

(2) State of Florida occupational license type and number: \_\_\_\_\_

(3) County (State County) occupational license type and number: \_\_\_\_\_

(4) City of Miramar occupational license type and number: \_\_\_\_\_

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY  
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY)

### **BIDDERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL**

(5) Describe experience providing these products and Services for similar (government) organizations:

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(6) Have you ever had a contract terminated (either as a prime contractor or Subcontractor) for failure to comply, breach, or default?

\_\_\_\_\_ yes \_\_\_\_\_ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)**

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**



**SECTION 11**  
**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,**  
**SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, subconsultants and suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

1) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

3) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**SECTION 11**  
**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,**  
**SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

4) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

5) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

6) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

7) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM**  
**MAY DEEM YOUR BID NON-RESPONSIVE**

## **SECTION 12**

### **DRUG-FREE WORKPLACE AFFIDAVIT**

#### **FLORIDA STATE STATUTE 287.087**

**Identical Tie Bids:** Preference shall be given to business with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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 the implementation of this section.

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

**END OF DOCUMENT**



## SECTION 14 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF BROWARD )

\_\_\_\_\_, being first duly sworn, deposes and states that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

**END OF DOCUMENT**

**SECTION 15**  
**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, deposes and states that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Print)

TITLE: \_\_\_\_\_

STATE OF FLORIDA       )  
                                      ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID  
NON-RESPONSIVE**

**END OF DOCUMENT**



## SECTION 16 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_**

(Choose below as applicable)

- ☐ **A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- ☐ Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

# SECTION 17

|  |   |   |
|--|---|---|
| Form <b>W-9</b><br>(Rev. January 2003)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | Give form to the<br>requester. Do not<br>send to the IRS. |
|--|---|---|

Print or type  
See Specific Instructions on page 2.

|   |  |
|---|--|
| Name  |  |
| Business name, if different from above  |  |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... | <input type="checkbox"/> Exempt from backup withholding  |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional)<br>City of Miramar<br>2300 Civic Center Place<br>Miramar, FL 33025 |
| City, state, and ZIP code   |  |
| List account number(s) here (optional)  |  |

|  |                        |   |                                |   |  |   |
|--|------------------------|---|--------------------------------|---|--|---|
| <b>Part I Taxpayer Identification Number (TIN)</b>   |                        |   |                                |   |  |   |
| <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.</p> <p><i>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</i></p>  |                        |   |                                |   |  |   |
| <table style="width: 100%;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> <td style="border: 1px solid black; padding: 2px; text-align: center;">or</td> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; height: 20px; text-align: center;"> <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> </td> <td></td> <td style="border: 1px solid black; height: 20px; text-align: center;"> <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> </td> </tr> </table> | Social security number | or  | Employer identification number | <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> |  | <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> |
| Social security number   | or                     | Employer identification number  |                                |   |  |   |
| <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div>  |                        | <div style="display: flex; justify-content: space-around;"> <span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span><span> </span> </div> |                                |   |  |   |

|   |
|---|
| <b>Part II Certification</b>  |
| <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. person (including a U.S. resident alien).</li> </ol> <p>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 on page 4.)</p> |

|                  |                                  |              |
|------------------|----------------------------------|--------------|
| <b>Sign Here</b> | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

|  |  |
|--|--|
| <h3>Purpose of Form</h3> <p>A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p><b>U.S. person.</b> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee.</li> </ol> <p><b>Note:</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p><b>Foreign person.</b> If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).</p> | <h3>Nonresident alien who becomes a resident alien.</h3> <p>Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.</p> <p>If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:</p> <ol style="list-style-type: none"> <li>The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.</li> <li>The treaty article addressing the income.</li> <li>The article number (or location) in the tax treaty that contains the saving clause and its exceptions.</li> <li>The type and amount of income that qualifies for the exemption from tax.</li> <li>Sufficient facts to justify the exemption from tax under the terms of the treaty article.</li> </ol> |
|--|--|