

RESOLUTION NO. 24-154

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH POLYDYNE, INC. FOR THE PURCHASE OF WASTEWATER TREATMENT RESIDUALS DEWATERING POLYMER FOR THE CITY'S WASTEWATER TREATMENT FACILITY.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Polydyne, Inc. for the annual purchase of wastewater treatment residuals dewatering polymer for the City's Wastewater Treatment Facility at a set unit price of One Dollar and Thirty-Five Cents (\$1.35) per pound of chemical as more fully set forth in the body of the Agreement **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 11th day of July, 2024.

CITY OF PANAMA CITY BEACH

By: 

Stuart Tettemer, Mayor

ATTEST:


Lynne Fasone, City Clerk

PCB24-32 ITB SLUDGE DEWATERING POLYMER

AGREEMENT

SLUDGE DEWATERING POLYMER

THIS AGREEMENT for the purchase of SLUDGE DEWATERING POLYMER is made and entered into this 11th day of July, 2024, by and between the CITY OF PANAMA CITY BEACH, FLORIDA, a municipal corporation (City) and Polydyne Inc. (Contractor/Vendor).

PREMISES

1. SCOPE OF WORK

Contractor/Vendor will provide and deliver, sludge dewatering polymer as ordered by the City of Panama City Beach, as more particularly described in the Specifications listed in Invitation to Bid number PCB24-32.

2. COMPENSATION

As compensation for supplying the product contemplated herein and performance rendered by the Contractor/Vendor of its duties and obligations hereunder, City shall pay Contractor/Vendor according to the not to exceed bid unit bid price submitted on PCB24-32 ITB SLUDGE DEWATERING POLYMER. The City shall pay to the Contractor/Vendor as full consideration for the delivery of product required by this Agreement, at the UNIT PRICE contained in the Contractor/Vendor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his/her designee(s).

3. PAYMENT

Contractor/Vendor will invoice for payment to the City in accordance with the Contractor's standard business practices.. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413, or via email at ap@pcbfl.gov. Payment for invoices shall be made via ACH or Virtual Credit Card only. The City is not responsible for any convenience fees related to ACH or VCard payments.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 6, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award and be valid for a period of one (1) year with two (2) one-year optional renewals if mutually agreed upon by both parties.

5. PRICE ADJUSTMENTS

A. Increases – Contractor/vendor may request a price increase adjustment no more than two times in a contract year. In the event Contractor/Vendor desires to increase price, City must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract shall

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be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor/Vendor must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor/Vendor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor/Vendor's proposal.

- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor/Vendor shall permit, when such a request is supported by Producer Price Index.

6. TERMINATION OF CONTRACT

- A. City Termination for Cause – The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor/Vendor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work; (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor/Vendor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgement and discretion, the City may afford Contractor/Vendor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it seems expedient.
- B. City Termination for Convenience – Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days advanced written notice to Contractor/Vendor. In such event, Contractor/Vendor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor/Vendor shall discontinue Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor/Vendor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor/Vendor may not claim any compensation not specifically provided herein, including, but not limited to loss of anticipated

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profits, idle equipment, labor, and facilities; or any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS

The Contractor/Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor/Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor/Vendor shall protect and indemnify the City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor/Vendor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor/Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during term of the contract.

8. INSURANCE AND INDEMNIFICATION

Contractor/Vendor shall at its own expense maintain in force during the term of the contract the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A".

- i. Prior to commencing any work, notwithstanding the provisions of any Notice of Award or Intent to Award issued by the City, Contractor/Vendor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance requirements in order to satisfy this provision, the documentation required by this part must be sent to the following address: ATTN: RISK MANAGEMENT DIRECTOR, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.
- ii. Regardless of the coverage provided by any insurance, the successful Contractor/Vendor shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Contractor/Vendor, its sub-contractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor/Vendor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Contractor/Vendor and shall afford the Contractor/Vendor and its counsel, at the Contractor's/Vendor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's/Vendor's failure or inability to perform the stated scope of work at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor/Vendor to deliver product in accordance with the contract terms and conditions, the City, after due written notice, may procure the products from other sources and hold the Contractor/Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within 24 hours of Contractor's/Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement may be assigned with the written consent of the City Council.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor/Vendor.

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17. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement.

18. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Parkway, Panama City Beach, FL 32413

Phone: 850-233-5100

B. As to Contractor/Vendor:

Contract Representative: Boyd Stanley

Title/Position: Sr. Vice-President

Email Address: bids@polydyneinc.com

Mailing Address: 1 Chemical Plant Road, Riceboro, GA 31323

Phone: (800) 848-7659 Opt. 2

19. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among the parties.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by reference:

Advertisement for Bids
 Information for Bidders
 Scope of Work/Specifications
 Bid Proposal Form
 Drug Free Work Place Statement
 Public Entity Crimes Statement
 Non-Collusion Affidavit
 E-Verify

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Terms and Conditions
Notice of Award
Agreement
Exhibit A
Any Additional Exhibits or Appendices

ADDENDA (S)

No. 1, dated May 17, 2024

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

IN WITNESS WHEREOF, the Contractor/Vendor has executed this Agreement as of the day and year first written above.

Signed in the presence of: Contractor/Vendor

Witness 1: Rebecca Beasley

(Print Name): Rebecca Beasley

Witness 2: Alexa Loper

(Print Name): Alexa Loper

Polydyne inc.

By: Boyd Stanley
Contractor/Vendor
Boyd Stanley, Sr. Vice-President

THE CITY OF PANAMA CITY
BEACH, FLORIDA,
a municipal corporation

By: Drew Whitman
Drew Whitman, City Manager

ATTEST:

Lynne Fason
City Clerk

Henry J. Witte

PCB24-32 ITB SLUDGE DEWATERING POLYMER

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____ May 21st, 2024.

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The Undersigned, as Bidder, hereby declares that they have examined the bid specification and informed themselves fully regarding all terms and conditions pertaining to the product specifications.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the firm, fixed unit price as listed to furnish and deliver sludge dewatering polymer, as specified in **PCB24-32 ITB Sludge Dewatering Polymer** bid specifications.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda has been issued.

Facility Address	Preapproved Polymer	Unit Price Per Pound (\$/LB)	Estimated Annual Polymer Use (LBS)	Total Estimated Annual Cost
206 N Gulf Blvd, Panama City Beach, FL 32413	Cedar Floc 12537	\$ N/A	70,000	\$ N/A

Facility Address	Alternative Polymer – Product Name & Manufacturer	Unit Price Per Pound (\$/LB)	Estimated Annual Polymer Use (LBS)	Total Estimated Annual Cost
206 N Gulf Blvd, Panama City Beach, FL 32413	Clarifloc SE-2031 Polydyne Inc.	\$ 1.350/LB.	70,000	\$ 94,500.00

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION – FREIGHT AND DELIVERY INCLUDED. Delivery shall be FOB: Wastewater Treatment Facility, 206 N Gulf Blvd., Panama City Beach, FL 32413
3. The City reserves the right to reject any and all bids received.
4. Bids shall be valid for a period of 90-days after opening.

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By submission of this BID, Bidder certifies that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER:

Polydyne Inc.
Name of Business

Boyd Stanley, Sr. Vice-President
Name of Bidder

One Chemical Plant Rd., Riceboro, GA 31323
Address

(800) 848-7659 Option 2
Phone Number

bids@polydyneinc.com
Email Address


Signature of Authorized Representative

05/21/24
Date

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH
 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB24-32 - ITB - Sludge Dewatering Polymer
Friday, May 24, 2024
10:00AM

Opened at 10:00AM - Closed at 10:09AM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	CONFLICT OF INTEREST	DRUG FREE WORKPLACE	E-VERIFY	NON-COLLUSION	PUBLIC ENTITY CRIMES	REQUIREMENTS	PRODUCT INFO/MSDS	REFERENCES	W9	BID PRICE	RESPONSIVE BID - Minimum Requirements Provided
1	Univar Solutions USA LLC	05/19/24 @ 5:54PM	DemandStar												Provided letter of NO BID
2	Polydyne Inc.	05/22/24 @ 2:10PM	DemandStar	X	X	X	X	X	X	X	X	X	X	\$1.35/LB	X
3	Brenntag Mid-South, Inc.	05/23/24 @ 9:07AM	DemandStar												Incomplete - No Bid
4	CedarChem, LLC	05/24/24 @ 7:28AM	DemandStar	X	X	X	X	X	X	X	X	X	X	\$1.40/LB	X
5	Industrial Chemicals	05/24/24 @ 9:51AM	DemandStar	X	X	X	X	X	X	X		X	X	\$1.55/LB	
6															
7															
8															
9															
10															
11															
12															

Bid tabulation is preliminary - bids are still reviewed for responsibility and are not finalized until awarded by City Council.