



August 11, 2020

Attn: Emma Ramirez, Purchasing
Village of Wellington
Purchasing Division
12300 Forest Hill Blvd
Wellington, FL 33414

Bid Due: **August 12, 2020 @ 2:00 PM**

Bid Name: **Supply and Delivery of Liquid Dispersion Polymer**

Bid Number: **202031**

May we please have a tabulation of the bids received after the referenced bid opening?

If it would be convenient, you may fax the results to the following: Attn: Bid Department at (215) 785-1585, or email them to BAdmSterling@CoyneChemical.com.

Thank you.

Sincerely,

Sterling Water Technologies
Bid Administration Department



A GREAT HOMETOWN

Council

Anne Gerwig, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Michael Drahos, Councilman
Michael J. Napoleone, Councilman

Manager
Paul Schofield

ITB Number: 202031

Title: Supply and Delivery of Liquid Dispersion Polymer

Notification Date: July 24, 2020

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for Supply and Delivery of Liquid Dispersion Polymer. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

NOTICE

As a result of COVID -19, the Village of Wellington offices are closed to the public. However, you may still deliver a paper bid to Wellington's Village Clerk Office prior to the due date. The bid opening will be held via Zoom. The meeting ID and passcode for this bid opening are: Meeting ID: 988 4363 6958 Passcode: 880668

Question 1: Can you please provide the current price the Wellington is paying for their polymer (Zetag 7878FS40) and a copy of the previous bid tabulation?

Response: Wellington is currently paying \$1.79 per delivered pound. Attached is the previous bid tabulation.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Donald C. Helwig, Vice-President/CFO

Signature of Bidder Acknowledging Receipt of
Addendum No. (1) One to be attached in front of Bid

ITB# 17-18/ER - Supply and Delivery of Liquid Dispersion Polymer

Bid Opening Date: May 24, 2018

Posted Date: July 30, 2018

Bid Tabulation					
Description	BIDDERS				Lowest Responsible Bidder
	Solenis, LLC*	Sterling Water Technologies, LLC	Southwest Engineers	Polydyne Inc.**	
Unit Price Per Pound					
ClBA Brand ZETAG 7878FS40		\$1.8911	\$1.79		
Reseller ZETAG 7878FS40					\$2.30 - FBS 4804
	\$1.34 - Solenis Praestol K274 FLX			\$1.240 - Polydyne Inc.'s Clarifloc SE-1520	
Equal Polymer					

*Solenis, LLC is deemed non-responsive for the following reasons:

- (a) Sample is a "liquid emulsion" type, specifications requested a "liquid dispersion" type.
- (b) While the chemical shelf life is 12 months with no mixing, there is no guarantee the polymer would not separate inside the tank.
- (c) Our facility is not set-up to mix polymer. If the polymer were to become separated, this would be a major disruption to our process.

**Polydyne Inc. is deemed non-responsive for the following reasons:

- (a) Sample is a "liquid emulsion" type, specifications requested a "liquid dispersion" type.
- (b) Chemical shelf life is only 6 months.



A GREAT HOMETOWN

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Michael Drahos, Councilman
Michael J. Napolone, Councilman

Manager
Paul Schofield

ITB Number: 202031

Title: Supply and Delivery of Liquid Dispersion Polymer

Notification Date: August 10, 2020

ADDENDUM NO. TWO

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for Supply and Delivery of Liquid Dispersion Polymer. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

Question 1: Is there a reason the City of Wellington is requesting a twelve month shelf life? Could you let me know if Polydyne would be allowed to proceed with this opportunity even though "LDP" is not in the name of our emulsion and flocculant polymer? Is a specific reason the City of Wellington needs to have the nomenclature of Liquid Dispersion Polymer, then would you be so kind to share why?

Response: Wellington does not have the equipment or set up to use a polymer that will require mixing during storage in order to maintain its effectiveness. In addition, Wellington does not have the room necessary to utilize tote shipments that would require more frequent shipments. Therefore, Polydyne would not be an approved alternate for those reasons.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Donald C. Helwig, Vice-President/CFO

Signature of Bidder Acknowledging Receipt of
Addendum No. (2) Two to be attached in front of Bid

Council

Anne Gerwig, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Michael Drahos, Councilman
Michael J. Napoleone, Councilman

Manager
Paul Schofield

ITB Number: 202031

Title: Supply and Delivery of Liquid Dispersion Polymer

Bid Opening Date: August 12, 2020 at 2:00 pm. Local Time

Request for Information Date: July 29, 2020

Request for Information #1

Question #1: Is this a bulk truck delivery of 4000 gallons? By bulk truck, I mean it's not drums or totes but a cylindrical truck of 4000 gallons that will off load into your storage tank.

Response: Yes, it is a bulk shipment of typically 4,000 gallons. We have (2) 2,250 gallon storage tanks.



ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for ITB# 202031 – Supply and Delivery of Liquid Dispersion Polymer

All Bids must be received, no later than August 12, 2020 at 2:00 pm. local time, at which time all Bids will be publicly opened and read.

Bids may be submitted electronically through the Village of Wellington's bid portal or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington's bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstart.com or at www.wellingtonfl.gov/purchasing starting on July 22, 2020. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

Wellington
ATTN: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID# 202031 – Supply and Delivery of Liquid Dispersion Polymer

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Emma Ramirez, Phone 561-791-4021 or email eramirez@wellingtonfl.gov .

Publish: Palm Beach Post - July 22, 2020

Account #9-657448

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414	REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone: (561) 791-4021	Wellington INVITATION TO BID SERVICES
BID TITLE: Supply and Delivery of Liquid Dispersion Polymer		BID NO: 202031

NAME OF FIRM, ENTITY, or ORGANIZATION: Sterling Water Technologies LLC				
NAME OF CONTACT PERSON Beverly Robinson	VENDOR MAILING ADDRESS: P.O. Box 602	CITY: Columbia	ZIP: 38402	STATE: TN
TITLE Customer Service Manager	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT): 902 South High Street	CITY: Columbia	ZIP: 38402	STATE: TN
PHONE NUMBER: 931-540-1334	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 20-8880613			
EMAIL ADDRESS: sales@sterlingwatertech.com	STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE): 78-8015792936-5			
FAX NUMBER: 931-540-1338				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
<i>If Corporation, please provide the following:</i>				
(A) Date of Incorporation: <u>04</u> <u>12</u> <u>2007</u> Month / Day / Year			(B) State or Country of Incorporation: Pennsylvania	

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	July 22, 2020
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 PM. Local Time	July 31, 2020
Bids Received By – (Deadline & Opening)	2:00 PM. Local Time	August 12, 2020
Evaluation Committee Meeting (if applicable)	N/A	
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

1. Bid acknowledgement Cover Page
2. Instructions to Bidders
3. Special Terms and Conditions
4. Technical Specifications
5. General Terms and Conditions
6. General Instructions to Bidders
7. Schedule of Values & Ordering Instructions and Forms

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:

- (a) Part III.A.7.c – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
- (b) Part III.A.7.d – Illicit Discharges and Improper Disposal- Spill Prevention and Response
- (c) Part III.A.6 – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.

- (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).

6. ACCEPTANCE AND REJECTIONS: Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

- 1 SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated **TIMELINE** above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response **CANNOT** be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the **UNIT PRICE** quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
 - (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 - (b) SUBSTITUTIONS:** Wellington, Florida **WILL NOT** accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When **NO SUBSTITUTION** is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.

(c) **OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

(d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.

9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

10 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

11 **INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

12 **DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof.

Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

13 LOBBYING/CONE OF SILENCE: Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

14 AWARDS: Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

(a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.

(b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.

(c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:

- (1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;
- (2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

(d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

(e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

(f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

15 **BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.

16 **LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.

17 **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, 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 bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.

18 **OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

19 **SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

20 **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21 **ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

22 **QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

23 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

24 **BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws

their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.

25 CANCELLATION: Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:

- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
- (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
- (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.

26 INVOICING AND PAYMENT: Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.

27 FACILITIES: Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.

28 BID TABULATIONS: Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

29 APPLICABLE LAW AND VENUE: The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

30 ASSIGNMENT: The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.

31 LAWS, PERMITS AND REGULATIONS: The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

33 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.

34 PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 **CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

36 **NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 **PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, RACHEL CALLOVI AT 561-791-4000, RCALLOVI@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

38 **TIE BIDS:** If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- Delivery time – time for performance, if provided in the bid or proposal
- Certification of a "Drug Free Workplace Program" which meets the criteria established if F.F., Section 287.087
- If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

39 **ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40. **PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

41. **CONTRACTOR RESPONSIBILITY:** *Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the*

Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Village shall provide notice, in writing, to the Contractor of the Village's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Village's determination of false certification was made in error then the Village shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725

42. **SITE SECURITY:** Security at the Water Treatment Plant site is given a very high priority by the Owner. The Contractor shall recognize that this site is sensitive in nature as a result of homeland security concerns and the security criteria stipulated herein constitutes a material inducement of the Owner to enter into this contract with the Contractor. However in recognition of the Owner security focus and the fact that this is an active and functioning facility the Contractor shall take reasonable scheduling steps to minimize the degree to which the entire facility is simultaneously impacted by this construction project. The Owner reserves the right to require timing adjustment of certain, activities where the impact is judged to have a comparatively minor or no effect on efficiency. The Contractor shall anticipate and work within the requirements of the Owner security measures.

The Owner reserves the right to require the Contractor to perform a background check on all agents, licensees, invitees, employees, subcontractors, material workers, and suppliers entering the site and supply the results to the Owner. Should this occur the Contractor shall secure appropriate releases and authorizations from the affected parties prior to performing the background checks. All background checks shall be performed prior to allowing the workers on to the project site. The Owner reserves the right but not the obligation to disallow entrance to the work site of any persons or entities as a result of the background check or other relevant information regardless of the result of such background check or other relevant information.

Background checks shall be in such form and fashion as is acceptable to the Owner but at a minimum shall be performed through the Florida Dep of Law Enforcement or such other entity firm or individual acceptable to the Owner in its sole discretion. The Contractor shall allow for the tale to perform the necessary background checks within the project schedule. Nothing herein shall confer liability upon the Owner as a result of the security steps and provisions set forth in this contract. Each party who has had a background check performed shall be required to carry a photo identification and a clearance tag. Such identification and clearance tag shall be required to enter the site and shall be maintained with the person at all times while on site. The Contractor shall provide to the Owner a complete roster of all parties to enter the work site pursuant to this construction and to keep said roster updated and current on at least a monthly basis.

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to secure firm fixed pricing and establish a term contract for the Supply and Delivery of Liquid Dispersion Polymer.

TERM OF CONTRACT: The term of the contract shall be for (2) two years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for (2) two additional (1) one year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two, one year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No services shall become due to be acceptable without a purchase order by Wellington.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible bidder for the materials and services specified within this bid document, taking into consideration qualifications, experience, staffing, equipment, materials, references, past performance and hourly rates. In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.

NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.

WORK AUTHORIZATIONS/TASK ORDERS: Orders shall strictly be based on negotiated task orders and Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
400 Oceangate, Suite 450
Long Beach, CA 90802

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Vendor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$1,000,000 general aggregate, \$1,000,000 each occurrence and \$1,000,000 per accident for bodily injury

- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an “Any Auto” type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: Emma Ramirez at eramirez@wellingtonfl.gov or 561-791-4021.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL – Emma Ramirez at eramirez@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all services supplied to be in compliance with the specifications. Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered “Non-Responsive” if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications.

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the “Questionnaire” included in this Bid document. Wellington reserves the right

to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

SPECIFICATIONS

Supply and deliver CIBA Brand Liquid Dispersion Polymer (ZETAG® 7878FS40), or equal, to Wellington's Water Reclamation Facility on an "as needed" basis. Delivery shall be made to 11860 Pierson Road, Wellington, Florida 33414.

ZETAG® 7878FS40 is listed for the purpose of establishing a grade or quality of material only. It is not intended to limit competition or to rule out other competition and equal brands or makes. The bidder may offer any brand or make for which he is an authorized representative which meets or exceeds the established grade or quality. Wellington reserves the right to determine acceptance of an item as an approved equal.

THE LIQUID DISPERSION POLYMER SHALL BE:

1. ZETAG® 7878FS40 as manufactured by Ciba Specialty Chemicals

OR

2. ZETAG® 7878FS40 as manufactured by Ciba Specialty Chemicals, which is offered by resellers under their own product nomenclature, trade name, or private label.

OR

3. An equal to ZETAG® 7878FS40 as manufactured by Ciba Specialty Chemicals

SAMPLES – Prior to award of a contract for any proposed "equal" product, a sample shall be delivered to Wellington's Water Reclamation Facility for testing. Facility personnel shall verify whether the "equal" conforms to performance requirements. A ten (10) gallon sample shall be submitted within three days of request, free of any expense to Wellington. Remains of the sample will be destroyed or, upon the vendor's request, returned at the vendor's expense. Wellington personnel shall determine whether the "equal" product is actually "equal" to the ZETAG® 7878FS40. Wellington's determination shall be final.

*Wellington shall not re-test prior samples that were previously deemed not compatible.

APPROXIMATE ORDER QUANTITIES:

It is typical for the Wellington to order one (1) shipment of polymer once every ten (10) to sixteen (16) months. A minimum of four thousand (4,000) gallons will be ordered with each shipment.

SCHEDULE OF VALUES

PRICE QUOTED: Price must be stated only by the units of measurement in the SCHEDULE OF VALUES. Successful bidder will supply all labor, materials, machinery, equipment and technical supervision necessary to provide & deliver product to Wellington. All pricing shall include labor, materials, equipment, fuel, shipping, delivery and all other necessary items.

Description	Bid Price
CIBA Brand Liquid Dispersion Polymer (ZETAG® 7878FS40)	\$ <u>1.98</u> per pound, delivered

OR

Description	Bid Price
ZETAG® 7878FS40 Offered by Resellers Under Their Own Product Nomenclature, Trade Name, or Private Label Product Nomenclature, Trade Name, or Private Label	\$ <u>N/A</u> per pound, delivered

OR

Description	Bid Price
Equal Polymer Manufacturer's Name, Trade Name, Brand Name	\$ <u>N/A</u> per pound, delivered

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order for electronic and paper bids.

YES NO 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES NO 2. Bid Acknowledgment Cover Page

YES NO 3. Acknowledgment of addendums (if any)

YES NO 4. Bid Submittal Form

YES NO 5. Schedule of Values

YES NO 6. Questionnaire

YES NO 7. Drug Free Workplace

YES NO 8. Sworn Statement under Section 287.133(3) (a)

YES NO 9. Wellington Local Preference Form

YES NO 10. Conflict of Interest

YES NO 11. Non-Collusion Affidavit

YES NO 12. Insurance Certificates

YES NO 13. Copy of Appropriate Licenses

BID SUBMITTAL FORM

To:

Village of Wellington
12300 Forest Hill Blvd.
Wellington, Florida 33414

Sterling Water Technologies LLC

(Vendor)

agrees to provide material for the **Supply and Delivery of Liquid Dispersion Polymer** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Vendor's Signature Donald C. Helwig, Vice-President/CFO

Dated this 29th day of July 2020

(Month)

(Year)

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 35
2. What is the last project of this nature that you have completed?
City of Oklahoma, OK Water - On going
3. Have you ever failed to complete work awarded to you? If so, where and why?
No
4. Name three individuals or corporations for which you have performed work and to which you refer:

Pennsylvania American Water	3906 Church Road, Mt. Laurel, NJ 08054	856-727-6204	robert.fredericks@amwater.com
Name	Address	Phone	Email

Aqua America	762 Lancaster Avenue, Bryn Mawr, PA 19010	610-645-1199	jmgrasch@aquaamerica.com
Name	Address	Phone	Email

Suez North America	461 From Road, Paramus, NJ 07652	201-634-4236	harshul.cacho@suez-na.com
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
City of Rocky Mount, NC	City of Rocky Mount, NC	>\$15,000	on going	on going
City of Sumter, SC	City of Sumter, SC	>\$15,000	on going	on going
Heber Public Utilities District	City of Heber, CA	>\$15,000	on going	on going

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?
Have not visited the site. We have a complete plan to perform for this contract.
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
N/A	

8. What equipment do you own that is available for the work? _____

Equipment Type	Equipment Type
N/A	

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9. What equipment will you purchase for the proposed work? N/A

10. What equipment will you rent for the proposed work? N/A

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. Bob Whalen. See attached resume.

12. The address of principal place of business is P.O. Box 602, Columbia, TN 38402-0602

13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: See attached Corporate Resolution

14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. Sweetwater

15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. None

16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). None

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. None

18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. None

19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. None

20. List and disclose any and all business relations with any members of Wellington Council. None

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We 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. We 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. We 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. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We 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. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Contractor's Signature Donald O. Helwig, Vice-President/CFO

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]

by Sterling Water Technologies LLC for Donald C. Helwig, Vice-President/CFO
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is P.O. Box 602, Columbia, TN 38402 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8880613 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to or directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

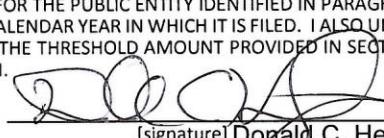
_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Pennsylvania

COUNTY OF Bucks

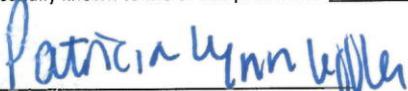

[signature] Donald C. Helwig, Vice-President/CFO

07/30/2020

[date]

Subscribed and Sworn to (or affirmed) before me on July 30, 2020 by Donald C. Helwig.
[date] [name]

He/she is personally known to me or has presented Personally Known as identification.
[type of identification]


[Notary's Signature and Seal]

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Print Notary Name and Commission No.	
Commonwealth of Pennsylvania - Notary Seal	
Patricia Lynn Leffler, Notary Public	
Bucks County	
My commission expires February 18, 2024	
Commission number 1360533	
Member, Pennsylvania Association of Notaries	

Sterling Water Technologies LLC
P.O. Box 602
Columbia, TN 38402-0602
Phone: (931) 540-1334

**APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH
VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY**

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

- Western Communities Local Business
- Palm Beach County Local Business
- Subcontractor Utilization

1. The name of the business is: _____
2. The address of the business is: _____
3. How long has the business been located at its current address: _____
4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:
5. The previous name of the business is: _____
6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County (2) the following municipality: _____ (3) located in unincorporated Palm Beach County:

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Sign: _____

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this _____ day of _____, 201____ by _____ He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

Signature of Individual if Sole Proprietor:

Sign: _____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this _____ day of _____, 201____ by
_____. He/She is personally known to me or has presented _____ as
identification. _____ (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

CONFlict OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

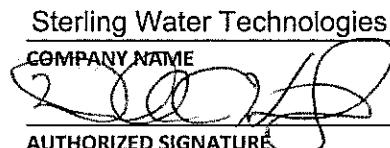
CONFLICT:

The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Sterling Water Technologies LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Donald C. Helwig, Vice-President/CFO

NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of Pennsylvania

County of Bucks

Being duly sworn deposes and says:

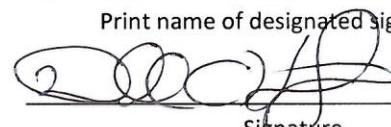
That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Sterling Water Technologies LLC

Name of Bidder

Donald C. Helwig

Print name of designated signatory



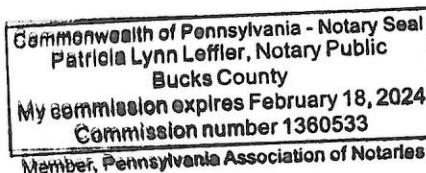
Signature

Vice-President/CFO

Title

On this 30th day of July, 20²⁰ before me appeared Donald C. Helwig personally known to me to be the person described in and who executed this Affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

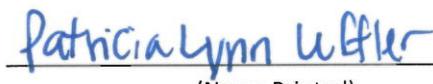


(Affix Seal Here)



Signature

Notary Public in and for the State of PA



(Name Printed)

Residing at Bucks County, PA

My commission expires 2/18/2024

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com., www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.



Robert E. Whalen

SUMMARY

Sterling Water Technologies, LLC

Company Manager/Teacher

2012 – Present

Responsible for the day-to-day operations, sales, and profitability. Company manufactures and sells potable water treatment corrosion, scale and sequestering chemicals. Also in its product line are polymers, odor control chemistries and several other water and wastewater treatment chemicals / programs. The geography covered is North America in addition to some export clients.

Nalco Company

District Manager

2008 – 2011

Responsible for the sales and profitability of Nalco's PAC 1 Accelerator Group and North American Municipal sales team.

Les Produits Chimiques ERPAC, Inc.- Montreal Canada

President and Chairman of the Board

2007 – 2011

Executive responsibility for this joint venture controlled by Nalco Company, and partners Suez and TEKNO, a Montreal based water and Wastewater Company. Target market selling water treatment chemicals into the eastern Canadian Municipal market.

Nalco Company

District Manager

2004 – 2008

Accountable for Nalco's OEM business for North and Central America.

Ondeo Nalco

District Manager

2002 – 2004

Responsible for Suez Lyonnaise des Eaux, a key account for Ondeo Nalco, in North America, Mexico and the Caribbean.

Ondeo Nalco and Calgon Corporation

District Manager

1994 – 2002

Responsible for all direct and distributor sales and profits from water treatment products sold into the Municipal Market in those states east of the Mississippi and all of Canada.

Calgon Corporation

District Sales Manager

1992 – 1993

Responsible for all industrial water treatment sales in the New England market through a team of eight direct sales people.

Calgon Corporation	1981 – 1992
<u>Technical Sales Representative</u>	
Responsible for the direct sales of water treatment chemicals and equipment into the industrial and municipal markets in the Northeast and Mid-Atlantic states.	
Westvaco Corporation	1980 – 1981
<u>Technical Sales Representative</u>	
Responsible for sales, account service of activated carbon products, services to industrial, and government clients in the Northeast.	
American Cyanamid Company	1977 – 1980
<u>Technical Sales Representative</u>	
Sold and serviced water treatment polymers into the petrochemical, paper and municipal markets.	
EDUCATION	
B.S., Virginia Military Institute, 1977. BS Civil Engineering. Air Force ROTC Scholarship. Distinguished Military Graduate.	
MILITARY	
Commissioned Officer United States Air Force	1977 – 1993
2 nd Lt. - Roslyn Air National Guard Station - Base Civil Engineer	1977
1 st Lt. - Air Force Ready Reserves	1978 – 1983
Captain - Disaster Preparedness Officer – Mt. Laurel, NJ	1983 – 1986
Captain - Air Force Ready Reserves until Honorable Discharge	1986 – 1993

DATE (MM/DD/YYYY)
5/19/2020

CERTIFICATE OF LIABILITY INSURANCE

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER People's United Insurance Agency, Inc. One Financial Plaza Hartford, CT 06103	CONTACT NAME: Karen Disipio	
	PHONE (A/C, No, Ext): (860) 524-7660 807 FAX (A/C, No): (844) 648-7609 E-MAIL ADDRESS: Karen.Disipio@peoples.com	
INSURED George S. Coyne Chemical Co., Inc. 3015 State Rd. Croydon, PA 19021	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIG Specialty Insurance Company	26883
	INSURER B : Commerce and Industry Ins.	19410
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		REVISION NUMBER:
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EG1426072901	5/31/2020	5/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:								
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> "Comp DED" <input checked="" type="checkbox"/> "Coll DED"			CA4416733	5/31/2020	5/31/2021	COMBINED SINGLE LIMIT (ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC65437494	5/31/2020	5/31/2021	X PER STATUTE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)
*\$1,000 PPT's, Light/Medium Trucks and Trailers; \$2,000 Heavy/Extra Heavy Trucks and Tractors.

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION	
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE <i>People's United Insurance Agency, Inc.</i>		

STERLING WATER TECHNOLOGIES, LLC
(A Delaware limited liability corporation)

CERTIFIED COPY OF RESOLUTIONS

Charles C. Coyne hereby certifies that he is the Secretary of Sterling Water Technologies, LLC., and that by resolution at a meeting of the Sole Member, the George S. Coyne Chemical Co., Inc., held April 12, 2018, the following individuals were unanimously elected to the offices indicated; and it is further certified that they continue to hold the said offices as of the date of this certification:

Thomas H. Coyne	-	President and Chief Executive Officer (CEO)
Donald C. Helwig	-	Vice President-Finance, Chief Financial Officer (CFO), Treasurer
Charles C. Coyne	-	Vice President-Legal, Secretary
Thomas H. Coyne, Jr	-	Vice President-Sales
Meridith C. Haskin	-	Controller, Assistant Secretary
Ruth Campos	-	Assistant Treasurer

The following individuals were appointed by the President to the following positions:

Sherry Dugan	-	Bid Administration Manager
Carolyn Mair-Basiura	-	Bid Administrator
Greg Woodrow	-	Bid Administrator
Suzanne Tustin	-	Bid Administrator
Patti Leffler	-	Bid Administrator

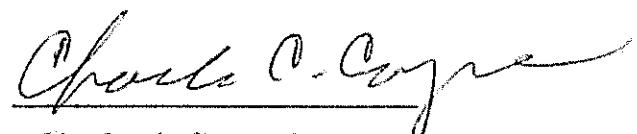
And it is further certified that the following resolution providing for the blanket approval of authority of officers to enter into contracts for sale of chemicals and allied products was duly approved at the same meeting, as follows, and are still in full force and effect, without amendment, as of the date of this certification:

RESOLVED, that any one of the following officers is authorized to execute all ordinary and usual contracts related to the sale of chemicals and allied products to the Corporation's customers without prior approval by the Board of Directors, and also incidental documents in connection with such contracts; excepting that any individual contract in excess of \$250,000.00 shall require the signature of the President or Vice President - Finance.

President
Vice President-Finance, Treasurer
Vice President-Legal
Vice President-Sales
Controller
Secretary
Assistant Secretary
Assistant Treasurer

FURTHER RESOLVED, that any one of the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Bid Administration Manager, or Bid Administrators of the Corporation is authorized to attest the Corporation's execution of any of the above documents.

Date: 07/30/2020



Charles C. Coyne

Charles C. Coyne, Secretary



PYM-TDS-NA-Zetag-78 Range

Zetag™ 78 Range Flocculants

Chemical Nature

Co-polymers of acrylamide and quaternized cationic monomer.

Product	Cationic Charge	Molecular Weight
Zetag 7873	low	high
Zetag 7878	high	high
Zetag 7878FS40	high	medium
Zetag 7879	very high	high
Zetag 7879FS40	very high	medium

Application Areas

Polyelectrolyte for the conditioning of a variety of municipal and industrial substrates prior to mechanical or static solid/liquid separation.

This product is not approved for use in potable water applications.

Benefits

Highly effective across a wide range of applications including mechanical dewatering, thickening, flotation, and clarification. Operation over a wide pH range (4-9).

Storage

Under normal, dry storage conditions within the temperature range 5–25 °C (41–77 °F) this product will be stable for at least 12 months. Storage outside the above specified temperature range for long periods may adversely affect the product over a long period and should thus be avoided, if possible.

It is recommended that stock solutions at 0.25-0.5% are prepared regularly and for maximum effect such solutions should be used within 5 days. Beyond this period some loss in efficiency of the product may occur.

Shipping and Handling

As with all cationic polyelectrolyte polymers this product exhibits toxicity towards fish. It is important that precautions are taken where the product may come into direct contact with fresh water courses, streams and rivers.

Corrosion towards most standard materials of construction is very low. Stainless steel, fiberglass, polyethylene, polypropylene and epoxy coated surfaces are recommended. In some cases, aluminum surfaces can be adversely affected. Ethylene propylene rubber (EPDM), natural rubber, polyurethane, and PVC should all be avoided when handling neat product.

Spilled product is slippery underfoot, very slippery when wet. Product should be protected from frost and stirred before use and if separation occurs. Information on the shipping and handling of this product can be found in the relevant SDS. Disposal of product must comply with all national, state and local laws.

Technical Service

Account Managers and Field Service Technicians are available to give advice and assistance in the running of laboratory tests and machine trials to select the correct product and determine the best application conditions.

Packaging

This product is available in a variety of packaging sizes. Your Solenis representative will recommend the appropriate packaging for the application.

Important Information

Typical Properties: Refer to the Safety Data Sheet (SDS).

Regulatory Information: Refer to the SDS or contact your sales representative for any additional regulatory and environmental information.

Safety: Solenis maintains an SDS for all of its products. Use the health and safety information contained in the SDS to develop appropriate product handling procedures to protect your employees and customers.

Our SDS should be read and understood by all of your supervisory personnel and employees before using Solenis products in your facilities.



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

78-8015792936-5

01/05/12

Certificate Number

Registration Effective Date

This certifies that

STERLING WATER TECHNOLOGIES LLC
14 W 7TH ST STE 300
COLUMBIA TN 38401-3214

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Business Partner Number

3691722

Use this number when contacting the Department. Do **not** use this number for resale purposes.

STERLING WATER TECHNOLOGIES LLC
ATTN RUTH CAMPOS
3015 STATE RD
CROYDON PA 19021-6962