

Council

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

Manager
Jim Barnes

September 20, 2021

Robert Santana
Clarke Mosquito Control Products, Inc.
3036 Michigan Ave.
Kissimmee, FL 34744
rsantana@clarke.com

RE: Contract Renewal #202004

Dear Mr. Santana:

Clarke Mosquito Control Products, Inc. is an awardee for contract #202004, Purchase and Delivery for Mosquito Chemicals. The contract is set to expire on January 13, 2022 and allows for two (2) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the first renewal option through January 13, 2023 under the same pricing, terms and conditions which is conditioned upon subsequent approval by Wellington Council.

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by accepting this renewal, AWARDEE certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, AWARDEE further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that AWARDEE has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

The award/renewal is subject to provisions of State Statutes, Palm Beach County Commission on Ethics and Code of Ethics, and Wellington policies. All Awardees must disclose with their Renewal the name of any officer, director, or agent who is also a Wellington employee. Further, all Awardees must disclose the name of any Wellington employee who is employee in the Awardees firm or any of its branches.

If AWARDEE violates or is a party to a violation of the Wellington, Palm Beach County or Florida Code of Ethics with respect to this Renewal, AWARDEE may be disqualified from performing the work described in this

Renewal or from furnishing the goods or services for which the AWARDDEE submitted and shall be further disqualified from bidding on any future Proposals/Bids for work or for goods or services for Wellington. A copy of the Wellington, Palm Beach County Commission on Ethics and Code of Ethics and State Ethics Codes is available at the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, FL 33414. By signing this Renewal Agreement, AWARDDEE acknowledges no such conflict.

Compliance with F.S. 448.095 - Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

Please indicate acceptance or rejection of the renewal and return to my attention by September 22, 2021.
If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: Julie E. Reiter, V.P.H.R. & SD  10/5/21
Printed Name/Title Signature Date

Reject Renewal: _____
Printed Name/Title Signature Date

Thank you,
Emma Ramirez
eramirez@wellingtonfl.gov



3036 Michigan Avenue
Kissimmee, FL 34744
407.944.0520 p
407.944.0709 f
www.clarke.com

September 20, 2021

The Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

Re: Contract Renewal #202004

Thank you for the long lasting support in allowing Clarke to service the Village of Wellington with mosquito control products through our awarded contract #202004 Purchase and Delivery from Mosquito Chemicals. The Altosid products in our agreement are part of an "Agency" pricing distribution agreement. All "agents" must bid the same price for all products and must be approved agents. All Altosid products need to be sold at the pricing agreement set forth by Central Life Science. As we renew our agreement for the 2022 season please see the document below with the Agency pricing of the product for the 2022 season.

Clarke Mosquito Control Products would like to request the Village of Wellington to consider the following value-added services provided to the County.

Field Science Team: Village of Wellington will have direct access to our three (3) field biologists located near provide product consultation, field trial support, resistance testing, etc. for all purchased products.

5 CEU Workshop: Clarke Mosquito Control is your host for the annual ½ day breakfast workshop. This is helpful for those on your mosquito control staff choosing to continue their education as well as helping them achieve their required CEU credits for their Public Health Pest Control Applicator licenses.

Annual Droplet Testing: Clarke also offers Village of Wellington the annual on-site calibration and particle testing of equipment to meet state regulations.

Rebate Tracking: Central Life Sciences (manufacturer of Altosid formulations) offers an annual rebate program. Clarke will track the County's purchase and provide documentation/receipts/invoices to maximize your rebate. The referenced form is attached.

Local Inventory: We will also work with the County to stock Altosid products locally to provide quick delivery.

We hope that you will incorporate these value-added services along with our commitment to customer service when renewing us for your supplier of Altosid products. Thank you for your consideration. Please let us know if any other additional information is required.

Sincerely,

Frank Clarke
VP Key Accounts
(407) 709- 2029
Fclarke@clarke.com

Darrel Bagiotti
Control Consultant
dbagiotti@clarke.com
Mobile: (954) 594-0079

EXHIBIT B

WELLMARK INTERNATIONAL AGENCY AGREEMENT

SALES PRICE; TERRITORY

2022 ALTOSID® (End Use) Agency Agreement Price List

Effective January 1, 2022

PRODUCT #	ALTOSID® PRODUCT DESCRIPTION	MAXIMUM PALLET CONFIGURATION	CASE/BAG PRICE
100508842	XR Briquets cork shape 220/case	48 cases	\$787.60
100508846	XR Briquet (Slim) Ingot NY Label 220/case	48 cases	\$787.60
100508841	XR Briquet (Slim) Ingot 220/case	48 cases	\$787.60
37060F	30 Day Briquets 400/case	162 cases	\$500.00
37230F	SR-20 2x2.5 gallon/case	33 cases	\$4,893.00
37240E	A.L.L. SR-5 4x1 gallon/case	27 cases	\$1,100.12
37730D	Pellets 2/22 lb/case	36 cases	\$1,169.08
100526053	Pellets 2,000 lb Tote	one	\$47,840.00
38540	WSP Pellets 7.0-gram pouch (50 X 16) case	40 cases	\$736.00
100531822	P35 40lb bag	35 bags	\$748.80
100531823	P35 2,000lb Tote	one	\$36,300.00
37330	XR-G 40lb bag	50 bags	\$376.00
38880	XR-G 1,000lb bag	1 bag	\$ 9,300.00
100541067	XR-G ULTRA 40lb bag	35 bags	\$ 478.40
100541068	XR-G ULTRA 1,000lb bag	1 bag	\$11,850.00
100518214	SBG II 40lb bag	50 bags	\$132.20
100518222	SBG II 1,000lb bag	1 bag	\$3,380.00

1. All orders and product inquiries: Customer Service 1-800-528-8058; Fax 1-800-426-7473
2. Freight prepaid and allowed on all direct ship orders to end-use customers when (\$7,500 and greater)
3. Freight prepaid and allowed on all consignment stock transfer orders to approved agent warehouse locations when (\$3,000 and Greater)
4. Central Life Sciences billing to Agent payment terms – Net 45 days for all direct ship orders
5. Central Life Sciences billing to Agent payment terms – Net 30 days for all consignment sales reporting

U.S. Price List: WELLMARK INTERNATIONAL RESERVES THE RIGHT TO CHANGE ABOVE PRICES AT ANY TIME WITHOUT NOTICE.

Territory: The United States of America – 50 States.

Terms: Agent billings to end-use customers --
Net 30 days (Agent invoice terms on all sales to purchasers unless all suppliers are required to offer specific alternate terms).

Invoice
Commentary: ALL AGENT INVOICING TO PURCHASERS MUST INCLUDE THE FOLLOWING STATEMENT;
"Altosid" sold herein is under Agency Agreement and is for the Account of Wellmark. Agent is authorized to invoice and collect under The terms of Agency contract. Only upon written direction from Wellmark or Agent, are the amounts due *under this invoice payable to Wellmark*".

1501 E. Woodfield Road, Suite 200 West

Schaumburg, IL 60173

847.330.530072