BID 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)791-4136

Wellington

INVITATION TO BID

COMMODITY/SERVICE

BIC) T	ITI	LE:
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Hardwood Tree Pruning Village-Wide

BID NO: 202525

NAME OF FIRM, ENTITY, or ORGANIZATION:					
Sherlock Tree Company, Inc.					
NAME OF CONTACT PERSON	VENDOR MAILING A	DDRESS:	CITY:	ZIP:	STATE:
Jonathan Wolfson	697 SW 9th T	697 SW 9th Terr		33069	FL
TITLE	VENDOR HEADQUAR	RTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:
Owner, President					
PHONE NUMBER:		FEDERAL EMPLOYER IDENTIFICA	ATION NUMBER (EIN)):	
(954) 788-4000 office		46-3741711			
EMAIL ADDRESS:		STATE OF FLORIDA BUSINESS LIC	CENSE NUMBER (IF A	APPLICABLE)	
info@sherlocktree.com					
FAX NUMBER:					
ORGANIZATIONAL STRUCTURE (Please Check One):	.				
Corporation OPartnership Fartnership If Corporation, please provide the following:	J Propriet	orship Joint Vo	enture $igsqcup$	Other	
<u>,</u>					
(A) Date of Incorporation: 9/19/201	Day / Year	(B) State or Country of	Incorporation: F	Florida	





Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager Jim Barnes

ITB No. 202525

Title: Hardwood Tree Pruning Village Wide

Bid Opening: October 9, 2025 at 11:00 am. Local Time

Addendum Date: September 19, 2025

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the Invitation to bid (ITB) documents for the **Hardwood Tree Pruning Village Wide.** Bidders shall review the Addendum requirements in detail.

1. Question: What is the duration of the contract under this solicitation?

Response: The term of the contract shall be for (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two additional one (1) 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 (2) 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. (Please see Page12)

2. Question: How will the bid be evaluated and what is the method of award?

Response: 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 (s) for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. Wellington may award each section of this bid to multiple bidders. In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties. (Please see page 12)

3. Question: Can you provide examples of proposals or documents submitted by previously contracted bidders?

Response: Please see attached file.

4. Question: Can a site visit be scheduled for this bid?

Response: No Site visit is scheduled or required for this bid.

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the ITB. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Proposer Acknowledging Receipt of

Addendum No. (1) One to be attached in front of ITB





Council
Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager Jim Barnes

ITB No. 202525

Title: Hardwood Tree Pruning Village Wide

Bid Opening: October 9, 2025 at 11:00 am. Local Time

Addendum Date: September 26, 2025

ADDENDUM NO. TWO

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the Invitation to bid (ITB) documents for the **Hardwood Tree Pruning Village Wide.** Bidders shall review the Addendum requirements in detail.

1. Question: Is the requirement for \$1,000,000 in commercial truck insurance flexible, or are there alternative options to meet this coverage requirement?

Response: The requirement for \$1,000,000 in Automobile Liability Insurance is non-negotiable for this solicitation. Awarded vendors shall carry the required \$1,000,000 in Automobile Liability Insurance to be compliant. (Please see Insurance Requirements section of the solicitation. Page 13-14).

ACKNOWLEDGEMENT: Proposers must acknowledge receipt of any and all Addenda. Failure to do so may result in rejection of the ITB. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Proposer Acknowledging Receipt of

Addendum Two No. (2) One to be attached in front of ITB

BID SUBMITTAL

To:
Village of Wellington
12300 Forest Hill Blvd.
Wellington, Florida 33414
Sherlock Tree Company, Inc.
(Vendor)
agrees to provide material for the Hardwood Tree Pruning Village-Wide 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.
Contractor's Signature
Dated this 7th day of October 2025
(Month) (Year)

SCHEDULE OF VALUES

SECTION A – Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape

Caliper in Inches	Option 1 Maintenance Pruning	Option 2 Crown Reduction
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape 6" – 12"	\$26.49	\$37.49
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape 12" – 24"	\$49.49	\$69.49
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape 24" – 30"	\$71.49	\$105.49
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape 30" and Greater	\$95.49	\$134.49
Total	\$242.96	\$346.96

SECTION B - Ficus, Banyan, Strangler Fig

Caliper in Inches	Option 1 Maintenance Pruning	Option 2 Crown Reduction
Ficus, Banyan, Strangler Fig 12" – 24"	\$49.49	\$94.49
Ficus, Banyan, Strangler Fig 24" – 36"	\$79.49	\$224.49
Ficus, Banyan, Strangler Fig36" – 48"	\$99.49	\$324.49
Ficus, Banyan, Strangler Fig 48" and Greater	\$149.49	\$449.49
Total	\$377.96	1092.96

SECTION C - Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger

Caliper in Inches	Option 1 Maintenance Pruning	Option 2 Crown Reduction
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger 6" – 12"	\$26.49	\$37.49
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger 12" – 24"	\$49.49	\$69.49
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger 24" – 36"	\$71.49	\$105.49
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger 36" and Greater	\$94.49	\$134.49
Total	\$241.96	\$346.96

BIDDER/CONTRACTOR understands that contractor will be paid based upon work actually performed and accepted by Wellington. Per tree price shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

Wellington reserves the right to evaluate and award each section independently. Bidder may submit pricing for one, two, or three sections. When submitting pricing for any section, bidders must bid on all items in that section. Each area shall be awarded to the lowest, responsive and responsible Bidder, taking into consideration pricing, experience, staffing, equipment, materials, references and past performance. Wellington may award each section to multiple bidders.

SCHEDULE OF VALUES

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Ficus, Banyan, Strangler Fig 48" and Greater	\$149.49	\$449.49
Total	\$377.96	\$1,141.47

SECTION C - Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger

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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?12 Years
2.	What is the last project of this nature that you have completed? Tivoli Lake Homeowners Association (Boynton Beach, FL) - 2025 Full Trim - 1,260 Hardwoods & 1,515 Palms Job Completed 9/26/2025
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:

Todd Warren	Martin County Board of County Commissioners 2555 SE Avengers Cir Stuart, FL 34996	772-219-4934	twarren@martin.fl.us
Name	Address	Phone	Email
Anthony Orlando	City of Pompano Beach 1190 NE 3rd Ave Pompano Beach, FL 33060	954-786-4012	anthony.orlando@copbfl.com
Name	Address	Phone	Email
Joshua Nakash	City of Boca Raton 201 W Palmetto Park Rd Boca Raton, FL 33432	561-416-3420	joshua.nakash@bocaraton-fl.gov
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
Annual Hardwood Arbor Care 2025	City of West Palm Beach	\$32,900.00	10/30/2025	60%
Master Palm Trimming 2025	BallenIsles Community Association	\$67,800.00	11/30/2025	25%
Palm Pruning	Town of Palm Beach	\$65,000.00	11/7/2025	25%

- 6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? ______Yes
- 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? All equipment is owned, insured and operated by Sherlock Tree Company, Inc.

Equipment Type	Equipment Type
See attached Equipment List	

Э.	What equipment will you purchase for the proposed work? None
10.	What equipment will you rent for the proposed work? None
11.	State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. Joshua Eibeschitz - ISA Certified Arborist, ISA Prescription Pruning Certified, ISA Tree Risk Assessment Certified, ISA Certified Utility Arborist - 32 years in the industry Kevin Schiavone - ISA Certified Arborist, ISA Prescription Pruning Certified, ISA Tree Risk Assessment Certified - 30 years in the industry
12.	The address of principal place of business is 697 SW 9th Terrace Pompano Beach FL 33069
13.	The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Jonathan Wolfson - President
	Jeffery A Sophir - Vice President
14.	List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers Jim Threlkel Florist & Foliage Inc (1997)
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
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)
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. See attached
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. N/A
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. No
20.	List and disclose any and all business relations with any members of Wellington Council. N/A



MANUFACTURER Fecon Ford Ford Ford Ford Ford Ford Ford Ford	OWNED/LEASED Owned (2018) Owned (2019) Owned (2019) Owned (2018) Owned (2018) Owned (2018) Owned (2016) Owned (2013) Owned (2021) Owned (2021) Owned (2023) Owned (2023) Owned (2022) Owned (2022) Owned (2020) Owned (2020)
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Freightliner	Owned (2018)
International	Owned (2013)
International	Owned (2013)
International	Owned (2013)
Isuzu	Owned (2022)
Kubota	Owned (2019)
Caterpiller	Owned (2018)
Polecat	Owned (2022)
Polecat	Owned (2018)
Polecat	Owned (2016)
Vermeer	Owned (2020)
Vermeer	Owned (2021)
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	Owned (2013)
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	Freightliner International International International Isuzu Kubota Caterpiller Polecat Polecat Polecat Vermeer

#12 CHEVY 3500	3500	2016	Chevrolet	Owned (2016)	
#11 CHEVY 1500	1500	2014	Chevrolet	Owned (2014)	



		SHERLOCK TREE COMPANY, INC	MPANY, INC			
BID#	BID TITLE	ORGANIZATION	BID SUBMITTED	BID TOTAL	BID BOND %	AWARD STATUS
ITB #202413	Peaceful Waters Wetland Rehab Phase I	The Village of Wellington	6/12/2024	6/12/2024 \$554, 645.00	10%	YES
IFB #2024-015	Tree Mintenance Services Citywide	City of Coral Gables	6/13/2024	6/13/2024 \$2,163,140.00	5%	YES (Awarded Secondary)
ITB #202514	Peaceful Waters Wetland Rehab Phase 2	The Village of Wellington	5/15/2025	199,375.00	10%	YES
RFP 25-02	Tree Trimming and Maintenance Services	Town of Cutler Bay	7/29/2025		\$7,500	Award PENDING





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.

Broward County Case Number: CACE24011683 **State Reporting Number:** 062024CA011683AXXXCE

Court Type: Civil

Case Type: Auto Negligence

Incident Date: N/A Filing Date: 08/15/2024

Court Location: Central Courthouse

Case Status: Active

Magistrate Id / Name: N/A

Judge ID / Name: Bidwill, Martin J

This case was closed on 7/16/2025. All pertinent documentation can be

obtained online at:

Broward County Clerk of Court

https://www.browardclerk.org/

Broward County Case Number: CACE25008717 **State Reporting Number:** 062025CA008717AXXXCE

Court Type: Civil

Case Type: Auto Negligence

Incident Date: N/A Filing Date: 06/13/2025

Court Location: Central Courthouse

Case Status: Active

Magistrate Id / Name: N/A

Judge ID / Name: Davis, N. Hunter







<u>This case is active</u>. All pertinent information and documentation can be obtained online at: Broward County Clerk of Court

https://www.browardclerk.org/

Palm Beach County Case Number: 50-2025-CA-007521-XXXA-MB

State Reporting Number:

Court Type: Civil

Case Type: Contract and Debt

Incident Date: N/A Filing Date: 07/28/2025

Court Location: Central Courthouse

Case Status: Active

Magistrate Id / Name: N/A

Judge ID / Name:

This case does not involve Sherlock Tree Company, Inc., but another corporation owned and operated by Jonathan Wolfson - Garden Couture Professionals, now operating as Coastal Gardens Professionals, Inc.

This case is active. All pertinent information and documentation can be obtained online at:

Palm Beach County Clerk of Court

https://www.mypalmbeachclerk.com/



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

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 Sherlock Tree Company, Inc. for Jonathan Wolfson, Owner/President
	[print name of entity submitting sworn statement] [print individual's name and title]
	whose business address is 697 SW 9th Terrace Pompano Beach FL 33069 and (if applicable) its Federal Employer Identification
	Number (FEIN) is 46-3741711 (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 and 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), <u>Florida Statutes</u> , 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]
PUB TO I FOR	IDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT LICENTITY 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 NFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.
STA	TE OF Florida On Weelsn
	[signature]
COL	INTY OF Broward 10/7/2025
	[date]
_	scribed and Sworn to (or affirmed) before me on 10/7/2025 by Jonathan Wolfson
Sub	scribed and Sworn to (or affirmed) before me on107/2025by
11.1	
ne/	she is personally known to me or has presentedas identification. [type of identification]
	(MIL)
	Julie C. Eibeschitz HH535975
TNot	Print Notary Name and Commission No.
1	
24	Page

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, Jonathan vvoitson	, on behalf of Sherlock Tree Company, Inc.
certifies	
Print Name Company Name	
that Sherlock Tree Company, Inc.	:
Company Name	
1. Is not engaged in a boycott of Isra	nel; and
2. Is not on the Scrutinized Compani	ies that Boycott Israel List ; and
3. Is not on the Scrutinized Compani	ies with Activities in Sudan List; and
4. Is not on the Scrutinized Compani	ies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business oper	rations in Cuba or Syria.
Signature Signature	
Owner, President	
Title	
10/7/2025	
Date	

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.

NO CONFLICT:

Y To the best of our knowledge, the work contemplated by this agreement would not create a conflict of interest due to the undersigned's representation of other clients on projects pending before the Village of Wellington.

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.

POTENTIAL CONFLICT:

[] The undersigned business, by attachment to this form, submits a list of current clients and projects for which it is currently seeking Village approval and which may cause a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT IT IS INCLIGIBLE TO PERFORM WORK ON BEHALF OF THE VILLAGE OF WELLINGTON FOR ANY OF THE CLIENTS OR PROJECTS LISTED IN THE ATTACHEMENT TO THIS FORM. FAILURE TO DISCLOSE A POSSIBLE CONFLICT OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Om Wuelson
COMPANY NAME
Sherlock Tree Company, Inc.
AUTHORIZED SIGNATURE
Jonathan Wolfson
NAME (PRINT OR TYPE)
Owner, President
TITLE

Rev. 5.28.2025

NON-COLLUSION AFFIDAVIT

State of Florida	
County of Broward	
Being duly sworn deposes and says:	
That he/she is an officer of the parties making the forgoing bid submittal, that the bid or connection with any individual, firm, partnership, corporation or other entity supplies or equipment, either directly or indirectly, and is in all respects fair and wit gratuities are permitted with, prior to, or after any delivery of material or provision result in disqualification, contract cancellation, return of materials or discontinuation from the vendor Bid lists	submitting a bid for the same materials, services, hout collusion or fraud. No premiums, rebates, or in of services. Any violation of this provision may
	Sherlock Tree Company, Inc.
	Name of Bidder
	Jonathan Wolfson
	Print name of designated signatory
	Signature Signature
	Owner, President Title
for the uses and purposes therein described.	at (she/he) signed the name freely and voluntarily
In witness thereof, I have hereunto set my hand and affixed seal the day and year la	Signature
	Notary Public in and for the State of Florida
(Affix Seal Here)	Julie C. Eibeschitz
	(Name Printed)
JULIE C EIBESCHITZ Notary Public - State of Florida	Residing at Boynton Beach, FL
Notary Public - State of the Size of the S	My commission expires June 6, 2028

CANHAML



DATE (MM/DD/YYYY) 10/7/2025

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).

and commonly accessed to the rights of the commonly include in how or co	\ \ /						
PRODUCER	CONTACT Dianne Klaus						
Insurance Office of America Abacoa Town Center	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):					
Jupiter, FL 33458	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com						
Jupiter, FL 33458	INSURER(S) AFFORDING COVERAGE		NAIC#				
	INSURER A: Greenwich Insurance Company						
INSURED	INSURER B: Obsidian Insurance Company		35602				
Sherlock Tree Company, Inc.	INSURER C: Obsidian Specialty Insurance Co	ompany	16871				
697 SW 9th Terrace	INSURER D : Bridgefield Casualty Insurance	Company	10335				
Pompano Beach, FL 33069	INSURER E : Starstone Specialty Insurance C	ompany	44776				
	INSURER F : Upland Specialty Insurance Con	npany	16988				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	IIIOD			(MINING BY T T T T T	(MINISON TOTAL)	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	X	NGL-1008175-01	10/18/2024	10/18/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	100,000
		ANY AUTO	X	X	CAR-CA-0001-01	10/18/2024	10/18/2025	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								PIP	\$	10,000
С		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	900,000
	X	EXCESS LIAB CLAIMS-MADE			CAR-XS-0001-01	10/18/2024	10/18/2025	AGGREGATE	\$	900,000
		DED RETENTION \$						Excess Auto	\$	
D	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE 1	N/A	X	196-63006	2/22/2025	2/22/2026	E.L. EACH ACCIDENT	\$	1,000,000
		ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Е	Exc	ess Liab GL EL			CSX00065945P-01	10/18/2024	10/18/2025	Each Occurrence		1,000,000
F	Exc	ess Auto Liab			USXTL0772424	10/18/2024	10/18/2025	Each Occurrence		1,000,000
			1	1						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Village of Wellington ITB ITB-202525-0-2025 Hardwood Tree Pruning Village-Wide

CERTIFICATE HOLDER	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.

Village of Wellington c/o Insurance Tracking Services Inc. (ITS) PO Box 60840 Las Vegas, NV 89160 AUTHORIZED REPRESENTATIVE

A STATE OF THE SENTAN



Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Certified Arborist ®

the ISA Credentialing Council through demonstrated attainment of relevant competencies as supported by By successfully meeting ISA Certified Arborist certification requirements

Caitlyn Pollihan

CEO & Executive Director 15 July 2014

31 December 2026

FL-6648A

Issue Date

Expiration Date

Certification Number









Hereby Announces That

Jonathan Wolfson

Has Earned the Credential

ISA Tree Risk Assessment Qualification

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

30 November 2018

U Caitlyn Pollihan CEO & Executive Director

30 November 2028

Issue Date

Expiration Date



PRESCRIPTION PRUNING QUALIFICATION

Joanathan Wolfson

Having successfully completed the Prescription Pruning Course and passed the examination, the above name is recognized as **Prescription Pruning Qualified**

Certificate awarded this 9th day of November 2023

Lon Ballard

Lori Ballard, Executive Director
Florida Chapter International Society of Arboriculture



CERTIFICATE OF COMPLETION

JONATHAN WOLFSON

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:



Metro Florida Safety Council
Tri-County

Dade,Broward,Palm Beach FL 33441 Phone: 954-603-1900

Verify this Certificate by visiting www.motadmin.com

02/05/2025

Issue Date

01/23/2029

Expiration Date

Instructor

M

Certificate No.

635074





Hereby Announces That

Joshua Jonathan Eibeschitz

Has Earned the Credential

ISA Certified Arborist ®

through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council By successfully meeting ISA Certified Arborist certification requirements



CEO & Executive Director 14 April 2007 Issue Date

Expiration Date

Certification Number

30 June 2028

FL-5603A









Hereby Announces That

Joshua Jonathan Eibeschitz

Has Earned the Credential

ISA Certified Arborist Utility Specialist®

by the ISA Credentialing Council requirements through demonstrated attainment of relevant competencies as supported By successfully meeting ISA Certified Arborist Utility Specialist certification

Caitlyn Pollihan

CEO & Executive Director

14 May 2025

30 June 2028

Expiration Date

Issue Date

FL-5603AU

Certification Number



PRESCRIPTION PRUNING QUALIFICATION

Joshua Eibeschitz

Having successfully completed the Prescription Pruning Course and passed the examination, the above name is recognized as Prescription Pruning Qualified

Certificate awarded this 9th day of November 2023

Lori Ballard

Lori Ballard, Executive Director

Florida Chapter International Society of Arboriculture





Hereby Announces That

Kevin A. Schiavone

Has Earned the Credential

ISA Certified Arborist ®

through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council By successfully meeting ISA Certified Arborist certification requirements

Caitlyn Pollihan

CEO & Executive Director 17 September 2007

Issue Date

Expiration Date

Certification Number

31 December 2025

FL-5715A

ACCREDITED ANSI National Accreditation Board PERSONNEL CERTIFICATION
BODY ISA Certified Arborist









Hereby Announces That

Kevin A. Schiavone

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA **Credentialing Council**

Caitlyn Pollihan

Caitlyn Pollihan
CEO & Executive Director

5 December 2015

31 December 2026

Issue Date

Expiration Date



PRESCRIPTION PRUNING QUALIFICATION

Kevin Schiavone

Having successfully completed the Prescription Pruning Course and passed the examination, the above name is recognized as Prescription Pruning Qualified

Certificate awarded this 9th day of November 2023

Lori Ballard

Lori Ballard, Executive Director Florida Chapter International Society of Arboriculture







Hereby Announces That

Kevin Adam Schaivone, Jr.

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements the ISA Credentialing Council through demonstrated attainment of relevant competencies as supported by

adyn Pollikan CEO & Executive Director Caitlyn Pollihan

25 March 2023

Issue Date

Expiration Date

30 June 2026

ACCREDITED ANSI National Accreditation Board ANTAB

PERSONNEL CERTIFICATION
BODY

ISA Certified Arborist

Certification Number





Hereby Announces That

Mark Merritt

Has Earned the Credential

ISA Certified Arborist ®

the ISA Credentialing Council through demonstrated attainment of relevant competencies as supported by By successfully meeting ISA Certified Arborist certification requirements

Caitlyn Pollihan

CEO & Executive Director

8 June 2008

30 June 2026

FL-5914A

Issue Date

Expiration Date

Certification Number



ISA Certified Arborist





Dennis Forgione

Hereby Announces That

The International Society of Arboriculture

Has Earned the Credential

ISA Certified Arborist ®

through demonstrated attainment of relevant competencies as supported by By successfully meeting ISA Certified Arborist certification requirements the ISA Credentialing Council



CEO & Executive Director

8 June 2008

30 June 2026

FL-5918A

Issue Date

Expiration Date

ACCREDITED ANSI National Accreditation Board ISO/IEC 17024

PERSONNEL CERTIFICATION

BODY

ISA Certified Arborist







E-VERIFY IS A SERVICE OF DIS AND SSA

Company ID Number: 726450

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Sherlock Tree Company, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





Company ID Number: 726450

- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





Company ID Number: 726450

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the

authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that <u>E-Verify trademarks</u> and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLEIII REFERRALOFINDIVIDUALSTOSSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLEV MODIFICATION AND TERMINATION

A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





B. TERMINATION

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.





- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





Approved by:

Employer					
Sherlock Tree Company, Inc.					
Name (Please Type or Print)					
Jonathan Wolfson					
Signature	Date				
Electronically Signed	11/11/2013				
Department of Homeland Security – Verification Division					
Name (Please Type or Print)	Title				
USCIS Verification Division					
Signature	Date				
Electronically Signed	11/11/2013				





Information Required for the E-Verify Program				
Information relating to your Company:				
Company Name	Sherlock Tree Company, Inc.			
Company Facility Address	697 SW 9th Terrace Pompano Beach, FL 33069			
Company Alternate Address				
County or Parish	BROWARD			
Employer Identification Number	463741711			
North American Industry Classification Systems Code	113			
Parent Company				
Number of Employees	20 to 99			
Number of Sites Verified for	1 site(s)			





Are you verifying for more than	1 site? If yes, please provide the number of sites verified for in each State:
FL	1





Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jonathan Wolfson Phone Number 5612450944

Fax

Email ionathan@sherlocktree.com

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT (Pursuant to Section 787.06, Florida Statutes)

Jonathan Wolfson		of	affiant)	of Sherlock Tree Company, Inc.
(name of business entity), attest that the following is true:			•	

- 1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
- 2. I am the officer or representative of the nongovernmental business entity named below and make this Affidavit to comply with section 787.06, Florida Statutes.
- 3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affian	t Name: Jonathar	ı Wolfson
Signat	ure:	Wueefon
Title:_	Owner, President	
Busine	ess Entity Name: S	herlock Tree Company, Inc.
Date:	October 7	. 20.25

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT (Pursuant to Section 287.138, Florida Statutes)

Jonathan Wolfson	_ (name of affiant) of	Sherlock	Tree Company, Inc.	(name of business entity), attes
that the following is true:				• • • • • • • • • • • • • • • • • • • •

- 1. I have personal knowledge of the facts in this Affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
- 2. I am the officer or agent of the business entity named below and make this Affidavit to comply with section 287.138, Florida Statutes.
- 3. I certify that the business entity named below does not provide access to an individual's personal identifying information to any entity that:
- a) is owned by the government of a foreign country of concern;
- b) has provided a foreign country of concern a controlling interest; or
- c) is organized under the laws of or has its principal place of business in a foreign country of concern.
- 4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Affiant Name: Jonathan Wolfson

Signature: Owner, President

Business Entity Name: Sherlock Tree Company, Inc.

BID PROPOSAL CHECKLIST

Sherlock Tree Company, Inc.

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

YES N/A NO 1. Bid submittal – If submitting a paper bid \rightarrow one (1) original and one (1) PDF (CD) copy or flash drive

YES NO 2. Bid Cover Page

YES NO 3. Acknowledgment of addendums (if any)

YES NO 4. Bid Submittal Form

YES NO___ 5. Schedule of Value

YES NO___ 6. Questionnaire

YES NO___ 7. Drug Free Workplace

YES NO___ 8. Sworn Statement under Section 287.133(3) (a)

YES VO 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135

YES NO___ 10. Conflict of Interest

YES V NO 11. Non-Collusion Affidavit

YES NO 12. Insurance Certificates

YES NO___ 13. Copy of Appropriate Licenses

YES NO___ 14. E-Verify Memorandum of Understanding (MOU)

YES NO___ 15. No Coercion for Labor or Services Affidavit

YES V NO 16. Foreign Countries of Concern Affidavit