

Council

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

Manager
Jim Barnes

March 26, 2024

Amerigrow Recycling-Delray Limited Partnership
10320 West Atlantic Avenue
Delray Beach, FL 33446
DAVE@AMERIGROW.COM

RE: ITB# 202208

Dear Mr. Tomlinson:

Amerigrow Recycling-Delray Limited is an awardee for contract # 20220116 for the Purchase of Mulch, Pine Straw and Ground Preparation. The contract is set to expire on May 9, 2024 and allows for four (4) additional one (1) year renewals by mutual agreement. Wellington would like to exercise the second renewal option through May 9, 2025 under the same terms and conditions as stipulated on Page 12 of the referenced ITB 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 AWARDEE 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, AWARDEE 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.

AWARDEE shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. AWARDEE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AWARDEE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

AWARDEE's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Please indicate acceptance or rejection of the renewal and return to my attention by April 16, 2024.

If you should have any questions, please contact me or anyone else in the Purchasing Department.

Accept Renewal: David Tomlinson GMA [Signature] 4/11/24
Printed Name/Title Signature Date

Reject Renewal: _____
Printed Name/Title Signature Date

Thank you,
Maria Miserendino
561-791-4154
mmiserendino@wellingtonfl.gov

~~PH~~ X - NOT AVAILABLE
RENEW - highlighted

BID TABULATION

BID NO: 202208

PURCHASE OF MULCH, PINE STRAW AND GROUND PREPARATION

5/9/2023 through 5/8/2024			EAST COAST MULCH CORP		AMERIGROW RECYCLING-DELRAY, LIMITED	
Bid Item Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
1. ECO-MULCH – SHREDDED OR APPROVED EQUAL PICKED UP	1.00	BG	\$2.25	\$2.25	\$1.75	\$1.75
2. GOLD MULCH - SHREDDED OR APPROVED EQUAL	1.00	BG	\$2.30	\$2.30	\$1.98	\$1.98
3. MELALEUCA 100% (CURED) OR APPROVED EQUAL PICKED UP	1.00	BG	\$2.80	\$2.80	\$1.90	\$1.90
4. PINE BARK MULCH MINI NUGGETS OR APPROVED EQUAL PICKED UP	1.00	BG	\$3.10	\$3.10		NO BID
5. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F1951 AND ASTM F2075) OR APPROVED EQUAL PICKED UP	1.00	CY	\$35.00	\$35.00	\$38.00	\$38.00
6. ECO-MULCH – SHREDDED OR APPROVED EQUAL DELIVERED	1.00	BG	\$2.50	\$2.50	\$1.89	\$1.89
7. GOLD MULCH - SHREDDED OR APPROVED EQUAL DELIVERED	1.00	BG	\$2.50	\$2.50	\$2.15	\$2.15
8. MELALEUCA 100% (CURED) OR APPROVED EQUAL DELIVERED	1.00	BG	\$2.80	\$2.80	\$2.04	\$2.04
9. PINE BARK MULCH MINI NUGGETS OR APPROVED EQUAL DELIVERED	1.00	BG	\$3.25	\$3.25		NO BID
10. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F1951 AND ASTM F2075) OR APPROVED EQUAL DELIVERED	1.00	CY	\$40.00	\$40.00	\$42.00	\$42.00
11. ECO-MULCH – SHREDDED OR APPROVED EQUAL DELIVERED & INSTALLED	1.00	CY	\$30.00	\$30.00	\$36.00	\$36.00
12. MULCH GOLD - SHREDDED OR APPROVED EQUAL (BLOWN-IN) DELIVERED & INSTALLED	1.00	CY	\$30.00	\$30.00	\$38.00	\$38.00
13. MELALEUCA 100% (CURED) (BLOWN-IN) OR APPROVED EQUAL DELIVERED & INSTALLED	1.00	CY	\$30.00	\$30.00	\$37.00	\$37.00
14. PINE BARK MULCH MINI NUGGETS (BLOWN-IN) OR APPROVED EQUAL DELIVERED & INSTALLED	1.00	CY	\$50.00	\$50.00		NO BID
15. CERTIFIED PLAYGROUND WOODCHIP MULCH (MUST MEET ASTM F 1292-04 + F1951 AND ASTM F2075) OR APPROVED EQUAL DELIVERED & INSTALLED	1.00	CY	\$45.00	\$45.00	\$56.00	\$56.00
16. PINE STRAW MULCH TRUCKLOAD - DELIVERED & INSTALLED	1.00	TRUCKLOAD		NO BID		NO BID
17. PINE STRAW MULCH TRUCKLOAD - DELIVERED	1.00	TRUCKLOAD	\$9.95	\$9.95		NO BID
18. PINE STRAW MULCH PER BALE - DELIVERED	1.00	BL	\$10.50	\$10.50		NO BID
19. PINE STRAW MULCH PER BALE - PICKED UP	1.00	BL	\$8.50	\$8.50		NO BID
20. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal P/U	1.00	LB		NO BID		NO BID
21. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal Delivered	1.00	LB		NO BID		NO BID
22. Ryegrass seed-Royal Flush Blend -1/3 Sonata PRG, 1/3 Jet PRG, 1/3 Shining Star PRG (POA FREE) or Approved Equal D&I	1.00	LB		NO BID		NO BID
23. Bermuda Triangle Bucket-3 types blended or Approved equal P/U	1.00	LB		NO BID		NO BID
24. Bermuda Triangle Bucket-3 types blended or Approved equal Delivered	1.00	LB		NO BID		NO BID

5/9/2023 through 5/8/2024		EAST COAST MULCH CORP			AMERIGROW RECYCLING-DELRAY, LIMITED	
Bid Item Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
25. Bermuda Triangle Bucket-3 types blended or Approved equal DELIVERED & INSTALLED	1.00	LB		NO BID		NO BID
26. Princess 77 Bermudagrass seed or Approved equal P/U	1.00	LB		NO BID		NO BID
27. Princess 77 Bermudagrass seed or Approved equal Delivered	1.00	LB		NO BID		NO BID
28. Princess 77 Bermudagrass seed or Approved equal DELIVERED & INSTALLED	1.00	LB		NO BID		NO BID
29. Clarified Argentine Bahia Grass See (See Specs) or Approved equal P/U	1.00	LB		NO BID		NO BID
30. Clarified Argentine Bahia Grass See (See Specs) or Approved equal Delivered	1.00	LB		NO BID		NO BID
31. Clarified Argentine Bahia Grass See (See Specs) or Approved equal DELIVERED & INSTALLED	1.00	LB		NO BID		NO BID