

**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) 791-4021

**Wellington**  
**INVITATION TO BID**  
COMMODITY/SERVICE

**BID TITLE:**  
Purchase and Delivery for Public Works Chemicals

**BID NO.:**  
201918

**NAME OF FIRM, ENTITY, or ORGANIZATION:**

Howard Fertilizer and Chemical Co

**NAME OF CONTACT PERSON:**

Mike Maggio

**VENDOR MAILING ADDRESS:**

1107 Gateway Blvd

**CITY:**

Boynton  
Beach

**ZIP:**

33426

**STATE:**

FL

**TITLE:**

Sales Rep

**VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):**

8306 S. Orange Ave

**CITY:**

Orlando

**ZIP:**

32809

**STATE:**

FL

**PHONE NUMBER:**

(561) 436-3042

**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):**

59-0788131

**EMAIL ADDRESS:**

MMaggio@Howardfert.com

**STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE):**

201151933

**FAX NUMBER:**

**ORGANIZATIONAL STRUCTURE (Please Check One):**

Corporation ☒

Partnership ☐

Proprietorship ☐

Joint Venture ☐

Other ☐

*If Corporation, please provide the following:*

(A) Date of Incorporation: 12 / 27 / 1956  
Month / Day / Year

(B) State or Country of Incorporation:

## INSTRUCTIONS TO BIDDERS

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

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	September 17, 2019
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 PM, Local Time	September 27, 2019
Bids Received By – (Deadline & Opening)	10:00 AM, Local Time	October 9, 2019
Evaluation Committee Meeting (if applicable)	N/A	
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

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

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

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

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

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
  - (a) **Part III.A.7.c – Illicit Discharges and Improper Disposal-** Investigation of Suspected Illicit Discharges and/or Improper Disposal
  - (b) **Part III.A.7.d – Illicit Discharges and Improper Disposal-** Spill Prevention and Response
  - (c) **Part III.A.6 – Pesticides, Herbicides, and Fertilizer Application** (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.

## SPECIAL TERMS AND CONDITIONS

**PURPOSE:** The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the Purchase and Delivery for Public Works Chemicals as specified herein.

**TERM OF CONTRACT:** The term of the contract shall be for one (1) year from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for three (3) 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 three (3) year renewals. Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

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

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

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

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

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

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties. NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.

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

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

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

**DELIVERY:** Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the

requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

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

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

Submit certificates of insurance to:

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

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

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

#### Cancellation and/or Modification of Insurance Coverage

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

#### Renewal Policies

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

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

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$300,000 general aggregate, \$300,000 per person, \$300,000 each occurrence and \$300,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$300,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

**SUBCONTRACTORS:** Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

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

## SPECIFICATIONS

General specs for 8-2-12 fertilizer:

In addition to the specified levels of nitrogen, phosphorous and potassium, the blend must contain all micronutrients necessary for palm health, to include a minimum of .04% Magnesium, 1% Manganese, .05% Copper, .1% Iron, .15% Zinc and .1% Boron. All of the nitrogen, potassium and magnesium shall be in slow release form. While the magnesium must be slow release (such as prilled kieserite), coated Mg sources shall be not be used. Lastly, Iron must be chelated and Boron must be slow release source (like Granubor).

## GENERAL TERMS AND CONDITIONS

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



- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 **INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 **DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less

than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

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

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

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

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

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

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

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

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

(2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.

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

- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.
- (f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- 15 **BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 **LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 **OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 **SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 **ANTI-DISCRIMINATION:** The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 22 **QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 **BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.

- 25 **CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
  - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
  - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 **INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 **FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 **BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 29 **APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 **ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 **LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 **OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.
- 33 **WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 **PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 35 **CONFLICT OF INTEREST:** The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
- 36 **NON-COLLUSION:** Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.  
No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).
- 37 **PUBLIC RECORDS:** All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

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

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

- 38 **TIE BIDS:** If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:
- (a) Delivery time – time for performance, if provided in the bid or proposal
  - (b) Certification of a "Drug Free Workplace Program" which meets the criteria established if F.F., Section 287.087
  - (c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.
- 39 **ADDITION OR DELETION OF TERMS OR CONDITIONS:** No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
40. **PALM BEACH COUNTY INSPECTOR GENERAL:** In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
41. **CONTRACTOR RESPONSIBILITY:** *Florida Statute § 215.4725: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the*

*certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Village shall provide notice, in writing, to the Contractor of the Village's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Village's determination of false certification was made in error then the Village shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 215.4725*

**Council**

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

**Manager**  
Paul Schofield

**ITB Number:** 201918

**Title:** Purchase & Delivery for Public Works Chemicals

**Notification Date:** September 25, 2019

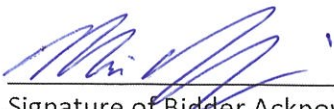
**ADDENDUM NO. ONE**

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

- 1. Question:** The specs for the 8-2-12 fertilizer on said bid specify the use of kieserite as a slow release source of Mg and coated sources are not to be used. Please note that there is no availability of kieserite in the market at this time or the foreseeable future. All major fertilizer blenders have had to find other sources for slow release Mg. With the absence of kieserite in the market place, are you willing to accept alternate sources of Mg?

**Response:** We do not require the source of Mg to be kieserite, it was provided as an example of an acceptable source. We are looking for a source of Mg that is slow release, but not so slow that it is ineffective. (Coated products tend to be too slow to be effective and "Epsom salt" releases too fast). If an alternate source of Mg is proposed, please specify the source within your bid submittal so we may check its release rate with U.F. researchers.

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



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



## INSTRUCTIONS TO BIDDERS

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

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	September 17, 2019
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	5:00 PM. Local Time	September 27, 2019
Bids Received By – (Deadline & Opening)	10:00 AM. Local Time	October 9, 2019
Evaluation Committee Meeting (if applicable)	N/A	
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

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

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

- |   |   |   |
|---|---|---|
| <ol style="list-style-type: none"> <li>✓ 1. Bid acknowledgement Cover Page</li> <li>✓ 2. Instructions to Bidders</li> <li>✓ 3. Special Terms and Conditions</li> <li>✓ 4. Technical Specifications</li> </ol> | <ol style="list-style-type: none"> <li>5. General Terms and Conditions</li> <li>6. General Instructions to Bidders</li> </ol> | <ol style="list-style-type: none"> <li>7. Schedule of Values &amp; Ordering Instructions and Forms</li> </ol> |
|---|---|---|

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

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
  - (a) Part III.A.7.c – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
  - (b) Part III.A.7.d – Illicit Discharges and Improper Disposal- Spill Prevention and Response
  - (c) Part III.A.6 – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.



BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Howard Fertilizer and chemical co.

(Vendor)

agrees to provide material for the Purchase and Delivery for Public Works Chemicals in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

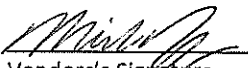
Gentlemen:

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.

  
Vendors's Signature

Dated this 1 day of October, 2019  
(Month) (Year)

Name of business \_\_\_\_\_

Item	Item Description	Product Item #	Brand	EPA # (If Applicable)	Pack Size	Unit of Measure	Unit Price Based on	Total Price
<b>Chemicals</b>								
1C	0-0-22 Kmag (or equal)	1000194	HFC		50lb	lb	0.247	12.35
2C	12-2-12 Liquid Fert (or equal)	No bid				gal		No bid
3C	15-0-12 Liquid Fert (or equal)	1002126	Gator		260gal	lb	7.12	\$1,851.20
4C	15-0-15 w/67% Ronstar (or equal)	2002120	HFC		50lb	lb	\$0.53	\$26.50
5C	15-0-15 w/ment (or equal)		HFC		50lb	lb	\$0.40	\$20
6C	16-0-8 (or equal)		HFC		50lb	lb	\$0.24	\$12
7C	16-2-16 (or equal)	2005472	HFC		50lb	lb	0.335	\$16.75
8C	16-2-16 with Methalated Urea (specific)	2000744	HFC		50LB	lb	0.335	\$16.75
9C	18-0-18 with Dimension (specific blend)	2000745	HFC		50lb	lb	\$0.56	\$28
10C	18-3-6 Liquid Fert (or equal)	1002351	Gator		260gal	gal	\$7.17	\$1,864.20
11C	20-0-10 (or equal)	2002844	HFC		50lb	gal	\$0.33	\$16.50
12C	21-0-0 (or equal)	1001096	HFC		50lb	lb	\$0.24	\$12
13C	24-2-11 (or equal)	2002838	HFC		50lb	lb	\$ 0.31	\$15.30
14C	30-0-0 Liquid Fert (no substitution)	1001492	Gator		260lb	gal	\$6.99	\$1,817
15C	400 High Mn (no substitution)	1001480	Gator		260gal	gal	\$8.00	\$2,080
16C	8-2-12 (specific blend) *SFT Attached	2008502	HFC		50lb	lb	\$0.43	\$21.50
17C	9-0-24 (or equal)	2002829	HFC		50lb	lb	\$0.33	\$16.50
18C	Chelated Palm Micro Package (or equal)	No bid				gal		No bid
19C	Kelp Grow (or equal)	1002272	Gator		2.5gal	gal	\$38.00	\$95
20C	Mitrogenic (no substitution)	1006882	Mitrogenic		50lb	lb	\$0.27	\$13.50
21C	Minors Liquid Fert (no substitution)	No bid				gal		No bid
22C	Mirimichi Green Carboniz PN (or equal)	No Bid				lb		No bid
23C	Nature Safe 10-2-8 (or equal)	1001650	Nature Safe			lb	\$0.61	\$30.50
24C	Soluble Potassium Nitrate (or equal)	1000522	Yara			lb	\$0.62	\$30.93
25C	Turf Nectar 15-0-0 w/6%Pc (or equal)	1002599	HFC		260gal	gal	\$5.79	\$1,505.40
<b>Fertilicide</b>								
1H	Attra 4 (no substitution)		Drevel		2.5gal	gal	\$12	\$30
21H	Attra-5 (no substitution)	1003069	Drevel	19713-80	2.5gal	gal	\$16.80	\$42
31H	Barricade 4FL (no substitution)	1003148	Syngenta	100-1139	1gal	gal	\$143	\$143
41H	Basagran (no substitution)	1003157	BASF	7969-326	1gal	gal	\$69	\$69
51H	Celstus (no substitution)	1003343	Bayer	432-1507	10oz	10 oz	\$102.00	102
61H	Certimiv (no substitution)	1003346	Nutram	59639-226	1.25oz	oz	55.36	69.2
71H	Chocla Pro (no substitution)	1007648	Nutram	229-743	2.5gal	gal	\$60	\$150
81H	Dimension (no substitution)	1003586	Dow	62719-542	2.5gal	gal	\$215.50	\$538.75
91H	Dismiss (no substitution)	1003617	FMC	279-3295	.5gal	64 oz	\$460	\$460
101H	Dismiss NXT (no substitution)	1006533	FMC	279-3383	600oz	oz	\$10.82	\$649
11H	Dismiss South (no substitution)	1003620	FMC	279-3351	1 Pint	16 oz	\$119	\$119
12H	Drive XLR8 (no substitution)	1003662	BASF	7969-272	.5gal	oz	\$0.70	\$45
13H	Ectelon 4SC (no substitution)	1003717	FMC	7969-272	1gal	gal	\$331	\$331
14H	Firstiade II (no substitution)	1003967	Syngenta	100-1084	Quart	oz	\$2.08	\$66.42

15H	Garlon (no substitution)	No bid				gal			No bid
16H	Garlon 3A (no substitution)	No bid				gal			No bid
17H	Garlon 4 (no substitution)	1003975	Dow	62719-527	2.5gal	gal	\$95.96	\$237.74	
18H	Iloxan (no substitution)	No bid				gal			No bid
19H	Manor (no substitution)	1004358	Nufarm	228-373	2oz	oz	\$8	\$16	
20H	Manuscript (no substitution)	1007428	Syngenta	100-1626	case	gal	\$636	\$636	
21H	Monument 75WG (no substitution)	1004514	Syngenta	100-1134	3x3gram	250 gram	\$225	\$225	
22H	Primo (no substitution)	1004891	Syngenta	100-937	10gal	gal	\$274	\$2740	
23H	Princep (no substitution)	1004900	Syngenta	100-526	2.5gal	gal	\$19.70	\$49.25	
24H	Prosedee (no substitution)	1004924	Nufarm	228-711	1.33oz	oz	\$40.75	\$53.30	
25H	Pylex (no substitution)	1004955	BASF	7969-327	4oz	oz	\$63.96	\$255.84	
26H	Quick Silver (no substitution)	1004970	FMC	279-3265	8oz	oz	13.625	\$109	

Agency Item									
27H	Ramcor Pro (or equal)	1004984	Bayer	24-311	30gal	gal	\$11.95	\$338	
28H	Revolver (no substitution)	1005066	Bayer	432-1266	87oz	87oz	\$588.50	\$588.50	
29H	Revard (no substitution)	1005071	Syngenta	100-1091	2.5gal	2.5 gal	\$79.00	\$197.50	
30H	Round Up Pro (no substitution)	1005105	Bayer	524-529	30gal	gal	\$17.72	\$531.60	
31H	Sedge Hammer (no substitution)	No bid				oz		No bid	
32H	Segment II (no substitution)	1006726	BASF	7969-398	2.5gal	gal	\$196	\$490	
33H	Sensor 75DF (no substitution)	1005185	Bayer	264-738	5lb jar	lb	\$125	\$375	
34H	Solitare (no substitution)	1005255	FMC	279-3355	1lb	lb	\$90	\$90	
35H	Specticle (no substitution)	1005291	Bayer	432-1518	1gal	gal	\$1,671.25	\$1,671.25	
36H	Stoneval (or equal)	1004907			5lb jar	lb	\$16.85	\$84.24	
37H	Sure Guard (no substitution)	1006128	Nufarm	7136-114	64oz	oz	\$8.74	\$559.50	
38H	Tenectiv (no substitution)	1005546	Syngenta	100-1267	1gal	gal	\$775	\$775	
39H	Tribute (no substitution)	1005689	Bayer	432-1519	6oz	6 oz	\$352.75	\$352.75	
40H	TriMec Southern (no substitution)	1005719	PEI Gordon		2.5gal	gal	\$58	\$145	
41H	Xoncrete (no substitution)	1006714	FMC	279-3621	12oz	oz	\$410	\$410	
11	Arena .25G (no substitution)	1003034	Nufarm	59639-157	30lb	lb	\$1.85	\$55.50	
21	Arena 50WDG (no substitution)	1003036	Nufarm	59639-152	2.5lb	2.5 lb	\$239.10	\$597.75	
31	Dylox SL420 (no substitution)	1003692	Bayer	423-1464	2.5gal	gal	\$70.20	\$175.49	
41	Essentria (no substitution)	1003787	Zoecon		1gal	gal	\$68.68	\$ 68.68	
51	Indemnify (no substitution)		Bayer		17.1 oz	oz	\$9,4736842	\$1,530	
61	Meridian .33G (no substitution)	1004420	Syngenta	100-961	40lb	lb	\$2	\$80	
71	Meridian 25WG (no substitution)	1004420	Syngenta	100-943	102oz	102 oz	\$510	\$510	
81	Merit 75WP (or equal)	1005898	Bayer	432-1312	4X4X1.6oz	gal	\$3.2 per oz	81.92	
91	Nimitz Pro (no substitution)	No bid				lb		No bid	
101	Orthene 75 (no substitution)	1004634	Anovac		.773lb	lb		\$13.27	
111	Provaunt (no substitution)	1004940	Syngenta	100-1487	120oz	120 oz	\$7.10	\$852	
121	Salari (no substitution)	1005131	Nufarm	86203-11-59639	3lb	lb	\$111.10	\$333.30	
131	Sevin SL (no substitution)	1005198	Bayer	432-1227	2.5gal	gal	\$41.96	\$104.90	
141	Talstar (or equal)	1003077	Prokoz/FMC	279-3206-72112	1gal	gal	\$40	\$40	

15I	Talstar PL (no substitution)	1005514	FMC	279-3168	25lb	lb	\$0.79	\$19.72
16I	Talstar XTRA (no substitution)	1005520	FMC		25lb	lb	\$1.09	\$27.22
17I	Top Choice (no substitution)	1005630	Bayer	432-1217	50lb x 20	lb	\$2.13	\$ 106.50
18I	TriStar (no substitution)	1005721	Nufarm	8033-106-1101	1	gal	\$551	\$551
19I	Upstar Gold (no substitution)	1005770	UPL	70506-24	1gal	gal	\$47.86	\$47.86
20I	Zenith 2F (no substitution)	1005895	Prokoz	432-1328	1gal	gal	\$48	\$48
1F	Annada (no substitution)	1003041	Bayer	432-1513	2lb	lb	\$45	\$90
2F	BannerMaxx (no substitution)	1003140	Syngenta	100-1326	1gal	gal	\$218	\$218
3F	Banol (no substitution)	1003141	Bayer	432-924	2.5gal	2.5 gal	\$385	962.5
4F	Chippo 26 GT (no substitution)	1000611	Bayer	432-888	2.5gal	gal	\$130.96	\$325.24
5F	Chippo Signature XTRA (no substitution)	1005219	Bayer	432-1541	5.5lb	lb	\$30	\$165
6F	Cleary's 26/36 FLO (no substitution)	1003387	Nufarm		2.5gal	gal	\$122.60	\$306.50
7F	Cleary's 3336 FLO (no substitution)	1003390	Nufarm		2.5gal	gal	\$93.00	\$232.50
8F	Concert (no substitution)	1003421	Syngenta	100-1347	2.5gal	2.5 gal	\$81	\$202.50
9F	Decoail Ultra (no substitution)	1003528	Syngenta	50534-202-100	5lb	lb	\$12.60	\$63
10F	Decoail Weather Sticker (no substitution)	1003530	Syngenta	50534-209-100	2.5gal	2.5 gal	\$64	\$160
11F	Eagle 20 EW (no substitution)	1003704	Dow	62719-463	1gal	gal	\$139	\$139
12F	Fore 80WP Rainshield (no substitution)	1003885	Dow	62719-388	6lb	lb	\$7.83	\$46.98
13F	Headway (no substitution)	1004077	Syngenta	100-1216	1gal	gal	\$438	\$438
14F	Heritage TL (no substitution)	1004094	Syngenta	100-1191	1gal	gal	\$530	\$530
15F	Honor (no substitution)	1004117	BASF	7969-255	3lb	3 lb	\$150.43	\$451.29
16F	Insania SC (no substitution)	1004174	BASF	7969-290	30.5oz	30.5 oz	\$14.43	\$440.12
17F	Instara (no substitution)	1004183	Syngenta	100-1231	2.5gal	2.5 gal	\$162	\$405
18F	Medallion SC (no substitution)	1004400	Syngenta	100-1448	1gal	gal	\$570	\$570
19F	Mirage Stressgard (no substitution)	1004493	Bayer	432-1529	2.5gal	gal	\$182.50	\$456.25
20F	Pageant (no substitution)	1004661	BASF	7969-251	1lb	lb	\$88.74	\$88.74
21F	Prostar 70WG (no substitution)	1004930	Bayer	432-1223	3lb	lb	\$46.67	\$140
22F	Secure (no substitution)	1005175	Syngenta	71512-20-100	2.5gal	2.5 gal	\$617	\$1,542.50
23F	Spectro 90 WDG (no substitution)	1005297	Nufarm	1001-72	5lb	lb	\$11.60	\$58
24F	Subdue Maxx (no substitution)	1005432	Syngenta	100-796	1gal	gal	\$538	\$538
25F	Tartan (no substitution)	1005523	Bayer	432-1446	2.5gal	2.5 gal	\$340	\$850
\$	ZeroTol (no substitution)	1005902	Biosafe	70299-12	2.5gal	gal	\$39.46	\$98.65
Wetting Agents								
1W	Cascade Plus (no substitution)	1003325	Precision Lab		2.5gal	gal	\$99.68	\$249.20
2W	Delux (w/ammonium sulphate)	1003559	Precision Lab		2.5gal	gal	\$20.64	\$51.60
3W	Duplex (no substitution)	1003683	Precision Lab		20gal	gal	\$38.35	\$767
4W	Eco Sand (no substitution)	No bid				lb		No bid
5W	Envy Turf Pigment (no substitution)	1003773	Precision Lab		1gal	gal	\$120.44	\$120.44
6W	Foam (or equal)	1003872	BASF		1gal	gal	\$44	\$44
7W	Gypsum (no substitution)	1000702			50lb	lb	\$0.23	\$11.50
8W	Knockdown (defoamer) (no substitution)	1004244	Precision Lab		qt	oz	\$1.53	\$20.89
9W	Magnaplex (no substitution)	1004330	Precision Lab		20gal	gal	\$46.74	\$934.80

10W	Magnus (no substitution)	1004335	Precision Lab		2.5gal	gal	\$69.80	\$174.50
11W	Microv (no substitution)	1004475	Aquatrois		2.5gal	gal	\$40.28	\$100.70
12W	pHAcid (or equal)	1004749	Numerator		2.5gal	gal	\$80	\$200
13W	Surfactant 80/20 CN (no substitution)	1001525	HiFC		2.5gal	gal	\$10	\$25
14W	Tripto (no substitution)	1005715	Precision Lab		20gal	gal	\$51.32	\$1,026.40
15W	Vivax (no substitution)	1005842	Precision Lab		20gal	gal	\$70.57	\$1,411.40
Specialties								
1S	Marking Dust (White Chalk)	No bid				lb		No bid
2S	Turfce MVP Red	No bid				lb		No bid
3S	Turfce Quickdry	No bid				lb		No bid

# 8-2-12



## Directions for Use:

Apply this product to actively growing grasses and water into the applied area soon after application. Avoid mowing immediately following application to prevent pickup. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden/landscape, and sweep any product that lands on the driveway, sidewalk, or street back into your desired area.

## Florida Applications:

For use on golf courses or other athletic turf, we recommend you follow SL191, Recommendations for N,P,K,Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant, available on the internet at <http://edis.ifas.ufl.edu/SS404>. For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at: <http://www.dep.state.fl.us/central/Home/Meetings/Training>.

Information concerning the raw materials composing this product can be obtained by writing to:

Howard Fertilizer & Chemical Co., Inc.  
Attn: Compliance Department  
8306 S. Orange Ave., Orlando FL 32809  
or by calling 1-800-899-3141

**Net Weight:**

**50lb**

(22.7 kg.)

**Manufactured & Guaranteed By:**  
**Howard Fertilizer and Chemical Co., Inc.**

**7205 Hwy 50 East  
Groveland FL 34736  
F1261**

**2011301**

## Guaranteed Analysis

Total Nitrogen (N)	8.00%
8.000% Urea Nitrogen	
7.200 Total Units Slowly Available Nitrogen*	
10.800 Total Units Slowly Available Potassium*	
Available Phosphate (P2O5)	2.00%
Soluble Potash (K2O)	12.00%
Chlorine, (Cl) Not More Than	.534%
4.005% Magnesium as (Mg)	
1.304% Manganese as (Mn)	
1.150% Water Soluble Manganese as (Mn)	
.050% Copper as (Cu)	
.050% Water Soluble Copper as (Cu)	
.100% Iron as (Fe)	
.100% Chelated Iron as (Fe)	
.150% Zinc as (Zn)	
.150% Water Soluble Zinc as (Zn)	
.100% Boron as (B)	

## Derived From:

**SUPERPHOSPHATE, MANGANESE  
SULFATE,, COPPER SULFATE,, IRON  
EDTA,,, ZINC SULFATE,,, Granubor as  
sodium borate0,, POLYMER COATED  
UREA, SULFUR COATED SULFATE OF  
POTASH, Kieserite**



# Gator **PERFORM**

## 15-0-0 #91825

### Guaranteed Analysis #91825

Total Nitrogen (N)	15.0%
15.0% Urea Nitrogen (N)	
Iron (Fe)	6.0%
6.0% Water Soluble Fe	
Sulfur (S)	3.0%
3.0% Combined Sulfur (S)	

Derived From:  
Urea, Iron Citrate, Iron Sulfate

### DIRECTIONS FOR USE:

**Lawns, Turf, Golf Courses:** Use 3 to 6 ounces per 1,000 square feet in enough water for thorough coverage (minimum of 3 gallons of water per 1,000 square feet is recommended). Repeat applications as needed.

**Ornamental Plants:** Use 1 gallon per 100 gallons of water (or 2 ounces per 1 gallon of water) and apply to foliage to the point of run off. For drench applications, apply 6 to 12 ounces mixed with 3 to 5 gallons of water per shrub. Use a lower rate for small shrubs and a higher rate for large shrubs. Apply in root zone and water in well.

**CAUTIONS:** Avoid getting in eyes, mucous membranes, or on the skin. Use with adequate ventilation. Keep container capped when not in use. Keep away from children. Do not contaminate water supplies.

**ANTIDOTES:** Skin or eye contact: Flush thoroughly with water and see a physician. Internal: Induce vomiting if conscious and get medical attention at once.

**CAUTION:** Avoid spraying painted or concrete surfaces as staining may occur.

**CONDITIONS OF SALE:** Seller warrants that this product consists of the ingredients specified and is reasonably fit for the purpose stated on this label when used in accordance with directions under normal conditions of use. No one, other than the officer of Seller, is authorized to make any warranty, guarantee, or directions concerning this product. Because the time, place, rate of application and other conditions of use are beyond Seller's control, Seller's liability from handling, storage and use of this product is limited to replacement of product or refund of purchase price.

**Weight per gallon:**  
10.85 Lbs

Manufactured By:  
F387  
**Howard Fertilizer  
and Chemical Co., Inc.**  
8306 S. Orange Ave.  
Orlando, FL 32809

Gator Brand is a registered  
trademark of Howard Fertilizer and  
Chemical Co., Inc.

Lot Number \_\_\_\_\_ Net Contents \_\_\_\_\_ Gal/Liters \_\_\_\_\_

**CAUTION: KEEP OUT OF REACH OF CHILDREN**

# H O W A R D

fertilizer & chemical

Quote Date: 2019-10-04  
 Quote Expires: Valid for 15 days  
 Formulation ID: 69310-35786-1  
 Quote #: 40437  
 Plant: 200  
 Prepared By: Michael Maggio  
 Est Ship Date: 10-04-2019

QUOTE

## 15-0-15

w/ 0.20% Merit  
 50% Slow Release Nitrogen (6.750)

Customer Information:

Village of Wellington  
 12300 Forest Hill Blvd  
 Wellington FL 33414-5785

Guaranteed Analysis (Percent)

Total Nitrogen (N)	15.00%
15.000% Urea Nitrogen	
Soluble Potash (K <sub>2</sub> O)	15.00%
Chlorine, (Cl) Not More Than	10.000%

Shipping Information:

Derived From:

POLYMER COATED UREA, UREA, MURIATE OF POTASH

Unit Size	Qty	Price	Extended
		*Subtotal	\$ 0.00

Granular

Application Rates: (lbs/Nutrient/1000ft)

		25	5	.75	1.0	1.25	1.5	1.75	2.0
N	lbs/Acre	73	145	218	290	363	436	508	581
	lb/1000	1.67	3.33	5.00	6.67	8.33	10.00	11.67	13.33
P	lbs/Acre	-	-	-	-	-	-	-	-
	lb/1000	-	-	-	-	-	-	-	-
K	lbs/Acre	73	145	218	290	363	436	508	581
	lb/1000	1.67	3.33	5.00	6.67	8.33	10.00	11.67	13.33



# H O W A R D

fertilizer & chemical

Quote Date: 2019-10-04  
 Quote Expires: Valid for 15 days  
 Formulation ID: 69310-35786-1  
 Quote #: 40440  
 Plant: 200  
 Prepared By: Michael Maggio  
 Est Ship Date: 10-04-2019

QUOTE

## 15-0-15

w/ 0.67% Ronstar  
 50% Slow Release Nitrogen (6.750)

Customer Information:

Village of Wellington  
 12300 Forest Hill Blvd  
 Wellington FL 33414-5785

Guaranteed Analysis (Percent)

Total Nitrogen (N) 15.00%  
 15.000% Urea Nitrogen  
 Soluble Potash (K<sub>2</sub>O) 15.00%  
 Chlorine, (Cl) Not More Than 10.000%

Shipping Information:

Derived From:

POLYMER COATED UREA, UREA, MURIATE OF POTASH

Unit Size	Qty	Price	Extended
		*Subtotal	\$ 0.00

Granular

Application Rates: (lbs/Nutrient/1000ft)

		25	5	.75	1.0	1.25	1.5	1.75	2.0
N	lbs/Acre	73	145	218	290	363	436	508	581
	lb/1000	1.67	3.33	5.00	6.67	8.33	10.00	11.67	13.33
P	lbs/Acre	-	-	-	-	-	-	-	-
	lb/1000	-	-	-	-	-	-	-	-
K	lbs/Acre	73	145	218	290	363	436	508	581
	lb/1000	1.67	3.33	5.00	6.67	8.33	10.00	11.67	13.33

# H O W A R D

fertilizer & chemical

Quote Date: 2019-10-04  
 Quote Expires: Valid for 15 days  
 Formulation ID: 69310-35785-1  
 Quote #: 40434  
 Plant: 200  
 Prepared By: Michael Maggio  
 Est Ship Date: 10-04-2019

QUOTE

## 16-0-8

38% Slow Release Nitrogen 1.00% Iron(5.400)

Customer Information:

Village of Wellington  
 12300 Forest Hill Blvd  
 Wellington FL 33414-5785

Shipping Information:

Guaranteed Analysis (Percent)

Total Nitrogen (N)	16.00%
16.000% Urea Nitrogen	
Soluble Potash (K <sub>2</sub> O)	8.00%
Chlorine, (Cl) Not More Than	5.333%
1.000% Iron as (Fe)	
.010% Water Soluble Iron as (Fe)	

Unit Size	Qty	Price	Extended
		*Subtotal	\$ 0.00

Derived From:

POLYMER COATED UREA, MURIATE OF POTASH,  
 UREA, IRON SUCRATE,

Granular

Application Rates: (lbs/Nutrient/1000ft)

		.25	.5	.75	1.0	1.25	1.5	1.75	2.0
N	lbs/Acre	68	136	204	272	340	408	476	545
	lb/1000	1.56	3.13	4.69	6.25	7.81	9.38	10.94	12.50
P	lbs/Acre	-	-	-	-	-	-	-	-
	lb/1000	-	-	-	-	-	-	-	-
K	lbs/Acre	136	272	408	545	681	817	953	1,089
	lb/1000	3.13	6.25	9.38	12.50	15.63	18.75	21.88	25.00

# 9-0-20



Directions for Use:

Apply this product to actively growing grasses and water into the applied area soon after application. Avoid mowing immediately following application to prevent pickup. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden/landscape, and sweep any product that lands on the driveway, sidewalk, or street back into your desired area.

Florida Application:

For use on golf courses or other athletic turf, we recommend you follow SL191, Recommendations for N,P,K,Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant, available on the internet at <http://edis.ifas.ufl.edu/SS404>. For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at: <http://www.dep.state.fl.us/central/home/MeetingTraining>.

Information concerning the raw materials composing this product can be obtained by writing to:

Howard Fertilizer & Chemical Co., Inc.  
Attn: Compliance Department  
5306 S. Orange Ave., Orlando FL 32809  
or by calling 1-800-699-3141

Net Weight:

**50 Lb**

(22.7 kg.)

Manufactured & Guaranteed By:  
Howard Fertilizer and Chemical Co., Inc.  
7205 Hwy 50 East  
Groveland FL 34736  
F1261

Guaranteed Analysis

Total Nitrogen (N)	9.00%
4.500% Ammoniacal Nitrogen	
4.500% Urea Nitrogen	
4.050 Total Units Slowly Available Nitrogen*	
Soluble Potash (K <sub>2</sub> O)	20.00%
Chlorine, (Cl) Not More Than	6.667%
3.000% Magnesium as (Mg)	
3.000% Water Soluble Magnesium as (Mg)	
1.000% Manganese as (Mn)	
.144% Water Soluble Manganese as (Mn)	
3.000% Iron as (Fe)	
.030% Water Soluble Iron as (Fe)	

Derived From:

MURIATE OF POTASH, SULFATE OF POTASH MAGNESIUM, SULFATE OF POTASH, SULFATE OF AMMONIA, POLYMER COATED UREA, MANGANESE SUCRATE,, IRON SUCRATE,

\*Slow Release Components Statement

2002829

# 20-0-10



#### Directions for Use:

Apply this product to actively growing grasses and water into the applied area soon after application. Avoid mowing immediately following application to prevent pickup. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden/landscape, and sweep any product that lands on the driveway, sidewalk, or street back into your desired area.

#### Florida Applications:

For use on golf courses or other athletic turf, we recommend you follow SL191, Recommendations for N,P,K,Mg for Golf Course and Athletic Field Fertilization Based on Meblich III Extractant, available on the internet at <http://edis.ifas.ufl.edu/SS404>. For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at: <http://www.dep.state.fl.us/central/Home/Meetings/Training>.

Information concerning the raw materials composing this product can be obtained by writing to:

Howard Fertilizer & Chemical Co., Inc.  
Attn: Compliance Department  
5306 S. Orange Ave., Orlando FL 32809  
or by calling 1-800-999-3141

Net Weight:

**50 Lb**

(22.7 kg.)

Manufactured & Guaranteed By:  
Howard Fertilizer and Chemical Co., Inc.  
7205 Hwy 50 East  
Groveland FL 34736  
F1261

#### Guaranteed Analysis

Total Nitrogen (N)	20.00%
10.000% Ammoniacal Nitrogen	
2.096% Other/Water Soluble Nitrogen	
6.000% Urea Nitrogen	
1.904% Water Insoluble Nitrogen	
8.800 Total Units Slowly Available Nitrogen*	
Soluble Potash (K <sub>2</sub> O)	10.00%
Chlorine, (Cl) Not More Than	4.433%
1.000% Magnesium as (Mg)	
1.000% Water Soluble Magnesium as (Mg)	
1.000% Manganese as (Mn)	
.144% Water Soluble Manganese as (Mn)	
1.000% Iron as (Fe)	
.010% Water Soluble Iron as (Fe)	

#### Derived From:

SULFATE OF POTASH MAGNESIUM,  
SULFATE OF POTASH, MURIATE OF  
POTASH, METHYLENE UREAS,  
POLYMER COATED UREA, MANGANESE  
SUCRATE,, IRON SUCRATE,, SULFATE OF  
AMMONIA

\*Slow Release Components Statement

2002844

# 16-2-16



#### Directions for Use:

Apply this product to actively growing grasses and water into the applied area soon after application. Avoid moving immediately following application to prevent pickup. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden/landscape, and sweep any product that lands on the driveway, sidewalk, or street back into your desired area.

#### Florida Applications:

For use on golf courses or other athletic turf, we recommend you follow SL191, Recommendations for N,P,K,Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant, available on the internet at <http://edc.ifas.ufl.edu/SS404>. For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at: <http://www.dep.state.fl.us/central/Home/Meetings/Training>.

Information concerning the raw materials composing this product can be obtained by writing to:

Howard Fertilizer & Chemical Co., Inc.  
Attn: Compliance Department  
5306 S. Orange Ave., Orlando FL 32809  
or by calling 1-800-882-3141

Net Weight:

**50 Lb**

(22.7 kg.)

Manufactured & Guaranteed By:  
Howard Fertilizer and Chemical Co., Inc.  
7205 Hwy 50 East  
Groveland FL 34736  
FL261

#### Guaranteed Analysis

Total Nitrogen (N)	16.00%
6.403% Ammoniacal Nitrogen	
9.600% Urea Nitrogen	
8.640 Total Units Slowly Available Nitrogen*	
Available Phosphate (P2O5)	2.00%
Soluble Potash (K2O)	16.00%
Chlorine, (Cl) Not More Than	4.600%
1.500% Magnesium as (Mg)	
1.500% Water Soluble Magnesium as (Mg)	
1.000% Manganese as (Mn)	
.144% Water Soluble Manganese as (Mn)	
1.000% Iron as (Fe)	
.010% Water Soluble Iron as (Fe)	

#### Derived From:

DIAMMONIUM PHOSPHATE, POLYMER COATED UREA, SULFATE OF AMMONIA, MURIATE OF POTASH, SULFATE OF POTASH, IRON SUCRATE,, MANGANESE SUCRATE,, SULFATE OF POTASH MAGNESIUM, MURIATE OF POTASH

\*Slow Release Components Statement

2005472

# AVALON™ Insecticide

To control pests indoors and outdoors on residential, institutional, public, commercial, and industrial buildings, greenhouses, animal confinement facilities/livestock premises, kennels, food handling establishments, and lawns, ornamentals, parks, recreational areas and athletic fields.

When used as a termiticide, individuals/firms must be licensed by the state to apply termiticide products. States may have more restrictive requirements regarding qualifications of persons using this product. Consult the pest control regulatory agency of your state prior to use of this product.

Provides up to 1 month residual control of house flies  
Kills fleas for up to 3 months

EPA Reg. No. 279-3206-72112 EPA Est. 279-NY-1

Active Ingredient:	By Wt.
Bifenthrin*	7.9%
Other Ingredients:	92.1%
	100.0%

AVALON Insecticide contains 7.9 pound active ingredient per gallon.  
\*Cis isomers 97% minimum, trans isomers 3% maximum.

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

Produced For:  
PROKOZ, Inc.  
1720 Windward Concourse  
Suite 150  
Alpharetta, GA 30005

**Net Contents: One Gallon**

09-16-16

## FIRST AID

If swallowed	<ul style="list-style-type: none"> <li>• Call poison control center or doctor immediately for treatment advice.</li> <li>• Have person sip a glass of water if able to swallow.</li> <li>• Do not induce vomiting unless told to do so by the poison control center or doctor.</li> <li>• Do not give anything by mouth to an unconscious person.</li> </ul>
If inhaled	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth to mouth, if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
If on skin or clothing	<ul style="list-style-type: none"> <li>• Take off contaminated clothing.</li> <li>• Flush skin immediately with plenty of water for 15-20 minutes.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
If in eyes	<ul style="list-style-type: none"> <li>• Hold eye open and flush slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue flushing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>

## HOTLINE NUMBER

Have (the product) container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1 (800) 321-3140 for Emergency Assistance.

## NOTE TO PHYSICIAN

This product is a pyrethroid. If large amounts have been ingested, the stomach and intestines should be evacuated. Treatment is symptomatic and supportive. (Digestion rate, oils, or alcohol may increase absorption and so should be avoided.)

For information regarding the use of this product call 1 (800) 321-1362.

## PRECAUTIONARY STATEMENTS

### Hazards to Humans (and Domestic Animals)

#### CAUTION

Harmful if swallowed, inhaled or absorbed through skin. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, or using tobacco. Remove contaminated clothing and wash before reuse.

All pesticide handlers (mixers, loaders and applicators) must wear long sleeved shirt and long pants, socks, shoes and chemical resistant gloves. After the product is diluted in accordance with label directions for use, and/or when mixing and loading using a closed spray tank transfer system (such as U-Turn™), or an in-line injector system, shirt, pants, socks, shoes and waterproof gloves are sufficient. In addition, all pesticide handlers must wear a respiratory protection device\* when working in a non-ventilated space. All pesticide handlers must wear protective eyewear when working in non-ventilated space.

\*Use one of the following NIOSH approved respirator with any H, P or HC filter or a NIOSH approved respirator with an organic vapor (OV) cartridge or canister with any H, P or HC prefilter.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

#### User Safety Recommendations:

##### Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

# 24-0-11



**Directions for Use:**

Apply this product to actively growing grasses and water into the applied area soon after application. Avoid mowing immediately following application to prevent pickup. Do not apply near water, storm drains, or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn/garden/landscape, and sweep any product that lands on the driveway, sidewalk, or street back into your desired area.

**Florida Applications:**

For use on golf courses or other athletic turf, we recommend you follow SL191, Recommendations for N,P,K,Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant, available on the internet at <http://edis.ifas.ufl.edu/SS404>. For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at: <http://www.dep.state.fl.us/central/Home/Meeting/Training>.

Information concerning the raw materials composing this product can be obtained by writing to:

Howard Fertilizer & Chemical Co., Inc.  
Attn: Compliance Department  
5306 S. Orange Ave., Orlando FL 32809  
or by calling 1-800-359-3141

**Guaranteed Analysis**

Total Nitrogen (N)	24.00%
6.000% Ammoniacal Nitrogen	
18.000% Urea Nitrogen	
8.640 Total Units Slowly Available Nitrogen*	
Soluble Potash (K <sub>2</sub> O)	11.00%
Chlorine, (Cl) Not More Than	7.333%
3.000% Iron as (Fe)	
.030% Water Soluble Iron as (Fe)	

**Derived From:**

SULFATE OF AMMONIA, UREA,  
MURIATE OF POTASH, POLYMER  
COATED UREA, IRON SUCRATE,

\*Slow Release Components Statement

**Net Weight:**

**50 Lb**

(22.7 kg.)

Manufactured & Guaranteed By:  
Howard Fertilizer and Chemical Co., Inc.  
7205 Hwy 50 East  
Groveland FL 34736  
F1261

2002838

## 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? 77 years
2. What is the last project of this nature that you have completed? N/A
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:
 

<u>City of Boca Raton</u>	<u>201 W. Palmetto Park Rd, Boca, 33432</u>	<u>(561) 393-7732</u>	
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
<u>Town of Jupiter</u>	<u>210 Military Trail, Jupiter, FL, 33458</u>	<u>(561) 748-2739</u>	
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
<u>City of Palm Beach Gardens</u>	<u>1401 Northlake Blvd, West Palm Beach FL 33412</u>	<u>(561) 799-4161</u>	
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
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
N/A				

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? N/A
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? N/A

Equipment Type	Equipment Type

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



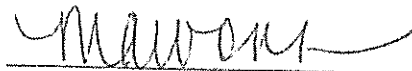
10. What equipment will you rent for the proposed work? N/A
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. N/A
12. The address of principal place of business is 1107 Gateway Blvd, Boynton Beach, FL 33426
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: N/A
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. N/A
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. N/A
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). N/A
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. N/A
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. None

## DRUG FREE WORKPLACE

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

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Contractor's Signature

NON-COLLUSION AFFIDAVIT

State of Florida

County of Palm Beach

Being duly sworn deposes and says:

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

Howard Fertilizer  
Name of Bidder

Michael Maggio  
Print name of designated signatory

*Michael Maggio*  
Signature

Sales Rep  
Title

On this 2 day of Oct, 2019, before me appeared Michael Maggio personally known to me to be the person described in and who executed this \_\_\_\_\_ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

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

*Diana L. Bly*  
Signature

Notary Public in and for the State of Florida

*Diana L. Bly*  
(Name Printed)

Residing at Palm Beach Gardens

My commission expires 6/19/20

(Affix Seal Here)



DIANA L. BLY  
MY COMMISSION # FF 990636  
EXPIRES: June 19, 2020  
Bonded thru Budget Notary Services

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 Howard Fertilizer for Mike Maggio  
[print name of entity submitting sworn statement] [print individual name and title]  
whose business address is 1107 Gateway Blvd, Boynton Beach, 33426 (if applicable) its Federal Employer Identification  
Number (FEIN) is 59-0788131 (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), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

STATE OF Florida

COUNTY OF Palm Beach

Michael Maggio  
[signature]

10/21/2019  
[date]

Subscribed and Sworn to (or affirmed) before me on 10/21/19 by Michael Maggio  
[date] [name]

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

Diana L Bly  
[Notary's Signature and Seal]



DIANA L BLY  
MY COMMISSION # FF 990636  
EXPIRES: June 19, 2020  
Bonded Thru Budget Notary Services

Diana L Bly  
Print Notary Name and Commission No.



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

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

**Chapter 9, LOCAL PREFERENCE**

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

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

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

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

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: N/A

2. The address of the business is: \_\_\_\_\_

3. How long has the business been located at its current address: \_\_\_\_\_

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: \_\_\_\_\_

6. The previous address of the business is: \_\_\_\_\_

## CONFLICT OF INTEREST STATEMENT

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

### CHECK ALL THAT APPLY:

- ☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.
- ☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.
- ☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.
- ☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.
- ☒ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

### CONFLICT:

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

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

Howard Fertilizer

COMPANY NAME



AUTHORIZED SIGNATURE

Michael Maggio

NAME (PRINT OR TYPE)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2020

5/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies  
3280 Peachtree Road NE, Suite #250  
Atlanta GA 30305  
(404) 460-3600

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX (A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Aspen Specialty Insurance Company

10717

INSURER B: Starr Indemnity &amp; Liability Company

38318

INSURER C: \*\*\* SEE ATTACHMENT \*\*\*

INSURER D:

INSURER E:

INSURER F:

INSURED 1425231 Howard Fertilizer & Chemical Company, Inc.  
8306 S. Orange Avenue  
Orlando FL 32809-7853

## COVERAGES

CERTIFICATE NUMBER: 15835507

REVISION NUMBER: XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Legal Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	ERAH84V19	3/31/2019	3/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1000198907191	3/31/2019	3/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION S	N	N	EXAH84W19	3/31/2019	3/31/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	100000272702	3/31/2019	3/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Equipment:	N	N	641267	3/31/2019	3/31/2020	Any/All Leased: \$300K Aggregate Rented/Borrowed Equipment: \$100K/Any One Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Auto Physical Damage Comp/Collision Deductibles: \$2,000 / \$2,000.

## CERTIFICATE HOLDER

CANCELLATION See Attachment

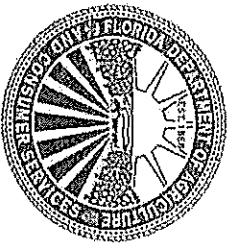
15835507

Evidence of Coverage for Bid Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Florida

Department of Agriculture and Consumer Services

Pesticide Certification Office

## PESTICIDE DEALER LICENSE

Number: DL4721

HOWARD FERTILIZER AND CHEMICAL  
1107 GATEWAY BLVD, BOYNTON BEACH, FL 33426

*This is to certify that the Pesticide Dealer named above is licensed to purchase, hold or offer for sale, sell, and distribute restricted use pesticides under the provisions of the Florida Pesticide Law, Chapter 487, F.S.*

Nicole Fried  
NICOLE "NIKKI" FRIED  
Commissioner of Agriculture

Issue Date: February 23, 2019  
Expiration Date: February 29, 2020





**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

1107 GATEWAY BLVD  
BOYNTON BEACH, FL 33426

*Serving you.*

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
45-9053 MISC MERCHANDISE SALES	HOWARD FERTILIZER AND CHEMICAL CO INC		B19.610435 - 09/23/19	\$33.00	B40146341

This document is valid only when receipted by the Tax Collector's Office.

B1 - 528

HOWARD FERTILIZER AND CHEMICAL CO INC  
HOWARD FERTILIZER AND CHEMICAL CO INC  
1107 GATEWAY BLVD  
BOYNTON BEACH, FL 33426

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201151933  
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.