

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: 561-791-4154	Wellington <h2 style="margin: 0;">INVITATION TO BID</h2> <p style="margin: 0;">COMMODITY/SERVICE</p>
BID TITLE: Supply, Delivery and Installation of Landscape Materials		BID NO: 202521

NAME OF FIRM, ENTITY, or ORGANIZATION: Delray Garden Center Holdings, LLC				
NAME OF CONTACT PERSON Alberto Cantor	VENDOR MAILING ADDRESS: 3827 W Atlantic Ave	CITY: Delray Beach	ZIP: 33445	STATE: FL
TITLE President	VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):	CITY:	ZIP:	STATE:
PHONE NUMBER: 561-243-6869		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 33-4609568		
EMAIL ADDRESS: contact@delgarden.com		STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)		
FAX NUMBER:				
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>				
<i>If Corporation, please provide the following:</i>				
(A) Date of Incorporation: _____ <div style="text-align: center; font-size: small;">Month / Day / Year</div>		(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	August 25, 2025
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	6:00 pm	September 12, 2025
Bids Received By – (Deadline & Opening)	11:00 am	September 23, 2025
Evaluation Committee Meeting (if applicable)	N/A	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>, now operating as Euna OpenBids, is the primary 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>, now operating as Euna OpenBids, 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:

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| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions | 7. Schedule of Values & Ordering Instructions and Forms |
| 2. Instructions to Bidders | 6. General Instructions to Bidders | |
| 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.
 - (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).
6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

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

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

- 7 MATERIALS/PRODUCTS QUALITY:** Items must be of the quality set forth in the specifications and may be rejected and returned at bidder's expense. Such materials shall be replaced by awardee within 10 days. Items not delivered or replaced 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, to provide the quality of materials specified, to replace defective materials, as determined in Wellington's sole discretion, 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 (now operating as Euna OpenBids) 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) 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.
- (d) Wellington reserves the right to extend any contract for up to one hundred eighty (180) calendar days, or for such period as deemed in the best interest of Wellington, including but not limited to circumstances requiring additional time to complete a new competitive solicitation process, to ensure continuity of services and supplies to user departments.
- (e) 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.

- (f) RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701 Florida Statutes, requires that Wellington may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

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

Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 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 the Purchasing Manual 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 Bidder considers any portion of its proposal to be confidential and exempt from public disclosure pursuant to Chapter 119, Florida Statutes, Bidder must include both a redacted and an unredacted copy of all claimed exempt materials with its submission and provide Wellington with citations to the Florida Statute(s) that support the claimed exemption. If Bidder does not comply with this section, its materials will not be treated as exempt and will be subject to disclosure if requested thirty (30) days after the public opening or after the intended decision is announced, whichever is earlier.

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, CHEVELLE D. HALL AT 561-791-4000, CHALL@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

38 TIE BIDS: If two or more bidders or proposers are tied, the following criteria will be used to break the tie:

(a) The award will be given to the bidder or proposer whose bid was received earliest by Wellington, as indicated by the time clock stamp impressed upon the bid or proposal.

(b) If application of the above criteria does not resolve the tie, a coin toss will be conducted by the Purchasing Manager, with representatives of the affected bidder present.

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 the Office of Inspector General, Palm Beach County, Florida Ordinance Palm Beach County Code section 2-422, 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 Code Section 2-422, and is aware of its rights and/or obligations under such ordinance.

41. SCRUTINIZED COMPANIES: Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this solicitation, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this solicitation is valued greater than \$1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers,

subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this solicitation. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate the Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

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

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 Supply, Delivery and Installation of Landscape Materials as specified herein.

TERM OF CONTRACT: The term of the contract shall be for three (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) one (1) 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 unit cost to the Purchasing Division in writing, no less than ninety (90) calendar days prior to the new renewal period. Renewal periods will allow for price adjustments (decrease or increase) in an amount not to exceed the most recent National Consumer Price Index (CPI) percentage for All Urban Customers, Series ID: CUUR0000SA0 – Not Seasonally Adjusted, Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 and/or proof of a manufacturer's price increase, If the most recent CPI or market reflects a de-escalation of prices, the awardee(s) 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 a Primary and a Secondary awardee for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. Total prices are being solicited for landscaping materials for each of the following groups: **Delivered**; and **Delivered and Installed** for various plants such as Uncommon Native Plants; Common Trees; and Common Shrubs/Groundcovers.

For each group, a Primary and Secondary awardee will be chosen. The lowest Total Price for each group from a qualified bidder shall determine Primary designation. The second lowest Total Price for each group from a qualified bidder shall determine Secondary designation.

Purchases will be made first from the primary awardee, if the plant material desired is available. If the plant material is not available, purchase will then be made from the Secondary awardee.

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)
PO Box 60840
Las Vegas, NV 89160

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

Cancellation and/or Modification of Insurance Coverage

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

Renewal Policies

The 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 - \$1,000,000 for accident, \$1,000,000 disease each employee, and \$1,000,00 policy limit.

- General Liability Insurance - \$1,000,000 per occurrence combined single limit for bodily Injury and property damage, \$1,000,000 general aggregate. The Village of Wellington shall be listed as an additional insured and coverage shall be on a Primary and Non-Contributory Basis.
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident combined single limit for bodily injury and property damage. This coverage shall be an “Any Auto” type policy. The Village of Wellington shall be listed as an additional insured.

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: mmiserendino@wellingtonfl.gov 561-791-4154.

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 mmiserendino@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 may 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

Wellington is requesting proposals for the purpose of purchasing landscape materials on an as needed basis through an annual term contract.

Purchase options shall be as follows:

- a. Vendor(s) shall provide the plant material and deliver the plant material to designated Wellington location(s).
- b. Vendor(s) shall provide the plant material, deliver and install the plant material to designated Wellington location(s).

Awards will be made to responsible bidder(s) submitting responsive bid(s) most advantageous and in the best interest of Wellington.

General Plant Specifications

Vendor(s) must provide plant material that conforms to Florida Grade #1 or better, in accordance with Florida Grades and Standards for Nursery Plants, as published by Florida Department of Agriculture and Consumer Services.

Plants are to be free of insects, pests, injuries, and fungus/disease. Plants not meeting this standard shall not be accepted and shall be returned for replacement at vendor(s) expense. All plant material should be available with a uniform height and spread for its species as defined in Florida Grades and Standards. Plant material must be proportionate to the quality and establishment of the root structure.

CONTAINER GROWN PLANTS: Plants must be rooted out in pots, but not be pot bound. Plants recently stepped up will not be accepted. Plants with root systems with girdling roots or pot bound will not be accepted. Plants shall be grown in a peat mix soil, or a locally blended mix that has been sterilized and contains no debris, toxic substances, weeds or weed seeds or foreign matter that would cause plants to not thrive.

FIELD GROWN PLANTS: Field grown plants of comparable size and quality can be substituted for container grown plants. However, they should be properly root pruned during growth for a dense root system and be hardened off prior to purchase.

Unless otherwise specified, all trees are to have a uniform crown, single and straight trunk, single leader and with a clear trunk zone appropriate for height, according to Florida Grades and Standards. Root ball must be free of wire basket or synthetic material. Unless otherwise noted, there shall be no branches in the lower 1/3 of the tree. There shall be no girdling roots or root damage and root ball shall be free of disease or pest infestation.

All plants provided in one shipment or provided on one order but in multiple shipments shall be of an equal height. Plant material not meeting specifications shall be rejected and the costs of such rejection shall be borne solely by vendor(s).

All plant material must be protected from wind damage during transport. During delivery, responsibility for water of plants and trees shall be the vendor(s).

Prices shall include all charges for packing, handling, freight, distribution, and delivery. Delivery will be made no later than fourteen (14) calendar days after receipt of purchase order. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.

Wellington reserves the right 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.

BID PROPOSAL CHECKLIST

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

YES___ NO___ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES___ NO___ 2. Bid Cover Page

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Submittal Form

YES___ NO___ 5. Schedule of Value

YES___ NO___ 6. Questionnaire

YES___ NO___ 7. Drug Free Workplace

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

YES___ NO___ 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135

YES___ NO___ 10. Conflict of Interest

YES___ NO___ 11. Non-Collusion Affidavit

YES___ NO___ 12. Insurance Certificates

YES___ NO___ 13. Copy of Appropriate Licenses

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

YES___ NO___ 15. No Coercion for Labor or Services Affidavit

YES___ NO___ 16. Foreign Countries of Concern Affidavit

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Delray Garden Center

(Vendor)

agrees to provide material for the **Supply, Delivery and Installation of Landscape Materials** in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

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

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

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

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



Contractor's Signature

Dated this 22 day of September, 2025

(Month)

(Year)

SCHEDULE OF VALUES

Bidder(s) understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Quantities listed are estimates only and are not to be construed as guaranteed work quantities. Successful bidder(s) will supply all labor, materials, machinery, equipment and technical supervision necessary to supply, deliver & install (when applicable) the materials to Wellington. All pricing shall include labor, materials, equipment, pallets, fuel, shipping, delivery, installation (when applicable) and all other necessary items.

ITB #202521 Supply, Delivery and Installation of Landscape Materials

SCHEDULE OF VALUES							
TREES							
Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
1	CITHAREXYLUM FRUTICOSUM (FIDDLEWOOD)	3 gal.	20	10.00	\$ 200.00	15.00	\$ 300.00
2	CITHAREXYLUM FRUTICOSUM (FIDDLEWOOD)	7 gal.	50	40.00	\$ 2000.00	60.00	\$ 3000.00
3	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	25 -30 gal.	50	250.00	\$ 12,500.00	375.00	\$ 18,750.00
4	FICUS AUREA (STRANGLER FIG)	25 -30 gal.	25	200.00	\$ 5,000.00	300.00	\$ 7500.00
5	GUAIAECUM SANCTUM (LIGNUM VITAE)	25-30 gal.	10	550.00	\$ 5,500.00	825.00	\$ 8250.00
6	SABAL MINOR (DWARF PALMETTO)	7 gal.	20	50.00	\$ 1,000.00	75.00	\$ 1500.00
SHRUBS							
7	ACACIA FARNESIA (SWEET ACACIA)	15 gal.	10	200.00	\$ 2000.00	300.00	\$ 3000.00
8	ARDISIA ESCALLONIOIDES (MARLBERRY)	3 gal.	25	75.00	\$ 1875.00	112.50	\$ 2812.50
9	CALICARPA AMERICANA (BEAUTYBERRY)	3 gal.	25	10.00	\$ 250.00	15.00	\$ 375.00
10	CAPPARIA CYNOPHALLOPHORA (JAMAICAN CAPER)	7 gal.	25	60.00	\$ 1500.00	90.00	\$ 2250.00
11	CAPPARIA CYNOPHALLOPHORA (JAMAICAN CAPER)	15 gal.	25	120.00	\$ 3,000.00	180.00	\$ 4500.00
12	CHRYSOBALANUS ICACO (GREEN COCOPLUM)	3 gal.	100	10.00	\$ 1,000.00	15.00	\$ 1500.00
13	CHRYSOBALANUS ICACO (GREEN COCOPLUM)	7 gal.	100	40.00	\$ 4,000.00	60.00	\$ 6,000.00
14	EUGENIA FOETIDA (SPANISH STOPPER)	7 gal.	20	40.00	\$ 800.00	60.00	\$ 1200.00
15	EUGENIA FOETIDA (SPANISH STOPPER)	15 gal.	10	85.00	\$ 850.00	127.50	\$ 1275.00
16	HAMELIA PATENS (FIREBUSH)	3 gal.	100	10.00	\$ 1,000.00	15.00	\$ 1500.00
17	HAMELIA PATENS (FIREBUSH)	7 gal.	50	40.00	\$ 2,000.00	60.00	\$ 3000.00
18	FORESTERIA SEGREGATA (FLORIDA PRIVET)	7 gal.	20	45.00	\$ 900.00	67.50	\$ 1350.00
19	ILEX VOMITORIA (YAUPON HOLLY)	7 gal.	20	40.00	\$ 800.00	60.00	\$ 1200.00
20	MYRCIANTHES FRAGRANS (SIMPSON'S STOPPER)	7 gal.	50	45.00	\$ 2,250.00	67.50	\$ 3375.00
21	MYRCIANTHES FRAGRANS (SIMPSON'S STOPPER)	15 gal.	20	90.00	\$ 1800.00	135.00	\$ 2700.00
22	MYRSINE GUIANENSIS (MYRSINE)	3 gal.	25	20.00	\$ 500.00	30.00	\$ 750.00
23	MYRSINE GUIANENSIS (MYRSINE)	7 gal.	75	50.00	\$ 3750.00	75.00	\$ 5625.00
24	SERENOA REPENS (SAW PALMETTO)	7 gal.	50	95.00	\$ 4750.00	142.50	\$ 7125.00
25	SERENOA REPENS SILVER FORM (SAW PALMETTO)	7 gal.	150	95.00	\$ 14,250.00	142.50	\$ 21,375.00
26	SOPHORA TOMENTOSA (NECKLACE POD)	3 gal.	25	15.00	\$ 375.00	22.50	\$ 562.50

ITB #202521 Supply, Delivery and Installation of Landscape Materials

Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
27	SOPHORA TOMENTOSA (NECKLACE POD)	7 gal.	25	50.00	\$ 1250.00	75.00	\$ 1875.00
28	SAMBUCUS CANADENSIS (ELDERBERRY)	3 gal.	50	15.00	\$ 750.00	22.50	\$ 1125.00
GROUNDCOVERS/FLOWERS							
Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
29	LONICERA SEMPERVIRENS (CORAL HONEYSUCKLE)	3 gal.	20	10.00	\$ 200.00	15.00	\$ 300.00
30	PASSIFLORA INCARNATA (MAYPOP PASSIONVINE)	3 gal.	50	15.00	\$ 750.00	22.50	\$ 1125.00
31	CARISSA (CARISSA MACROCARPA)	3 gal.	50	10.00	\$ 500.00	15.00	\$ 750.00
32	SPARTINA BAKERII (SAND CORDGRASS)	3 gal.	100	10.00	\$ 1000.00	15.00	\$ 1500.00
33	PSYCHOTRIA NERVOSA (WILD COFFEE)	3 gal.	100	10.00	\$ 1000.00	15.00	\$ 1500.00
34	MUHLENBERGIA CAPILLARIS (MUHLY GRASS)	3 gal.	250	10.00	\$ 2500.00	15.00	\$ 3750.00
35	ZAMIA PUMILA (COONTIE)	3 gal.	300	20.00	\$ 6000.00	30.00	\$ 9000.00
36	ZAMIA PUMILA (COONTIE)	7 gal.	100	45.00	\$ 4500.00	67.50	\$ 6750.00

***Please note, installation of native plants may take place in wetlands or in areas where accessibility may be challenging.**

COMMON TREES							
Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
1	CASSIA BAKERIANA (DWARF PINK CASSIA)	25-30 gal.	10	300.00	\$ 3000.00	450.00	\$ 4500.00
2	CASSIA BAKERIANA (DWARF PINK CASSIA)	45 gal.	10	750.00	\$ 7500.00	1125.00	\$ 11,250.00
3	CASSIA FISTULA (GOLDEN SHOWER TREE)	25-30 gal.	10	300.00	\$ 3000.00	450.00	\$ 4500.00
4	CASSIA FISTULA (GOLDEN SHOWER TREE)	45 gal.	10	750.00	\$ 7500.00	1125.00	\$ 11,250.00
5	CASSIA JAVANICA (APPLE BLOSSOM TREE)	25-30 gal.	10	600.00	\$ 6,000.00	900.00	\$ 9,000.00
6	CASSIA JAVANICA (APPLE BLOSSOM TREE)	45 gal.	10	700.00	\$ 7000.00	1050.00	\$ 10,500.00
7	COCOLOBA DIVERSIFOLIA (PIGEON PLUM)	25-30 gal.	20	300.00	\$ 6,000.00	450.00	\$ 9,000.00
8	CORDIA SEBESTENA (ORANGE GEIGER)	25-30 gal.	10	300.00	\$ 3,000.00	450.00	\$ 4500.00
9	CORDIA SEBESTENA (ORANGE GEIGER)	45 gal.	10	400.00	\$ 4,000.00	600.00	\$ 6000.00
10	CORDIA BOISSIERI (WHITE GEIGER)	25-30 gal.	35	400.00	\$ 14,000.00	600.00	\$ 21,000.00
11	CORDIA BOISSIERI (WHITE GEIGER)	45 gal.	35	750.00	\$ 26,250.00	1125.00	\$ 39,375.00
12	JUNIPERUS VIRGINIANA (EASTERN RED CEDAR)	25-30 gal.	50	250.00	\$ 12,500.00	375.00	\$ 18,750.00

ITB #202521 Supply, Delivery and Installation of Landscape Materials

Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
13	JUNIPERUS VIRGINIANA (EASTERN RED CEDAR)	45 gal.	5	700.00	\$ 3500.00	1050.00	\$ 5250.00
14	LYSILOMA LATSILIUUM (WILD TAMARIND)	25-30 gal.	5	350.00	\$ 1750.00	525.00	\$ 2650.00
15	LYSILOMA LATSILIUUM (WILD TAMARIND)	45 gal.	5	750.00	\$ 3750.00	1125.00	\$ 5625.00
16	LYSILOMA SABICU (INDIAN TAMARIND)	25-30 gal.	10	300.00	\$ 3,000.00	450.00	\$ 4500.00
17	LYSILOMA SABICU (INDIAN TAMARIND)	45 gal.	10	550.00	\$ 5500.00	825.00	\$ 8250.00
18	PINUS ELLIOTII 'DENSE' (SOUTH FL SLASH PINE)	3 gal.	10	20.00	\$ 200.00	30.00	\$ 300.00
19	PINUS ELLIOTII 'DENSE' (SOUTH FL SLASH PINE)	7 gal.	10	50.00	\$ 500.00	75.00	\$ 750.00
20	PINUS ELLIOTII 'DENSE' (SOUTH FL SLASH PINE)	25-30 gal.	50	300.00	\$ 15,000.00	450.00	\$ 22,500.00
21	PINUS ELLIOTII 'DENSE' (SOUTH FL SLASH PINE)	45 gal.	20	600.00	\$ 12,000.00	900.00	\$ 18,000.00
22	SABAL PALMETTO (SABAL PALM)	10-14' min.OA	50	400.00	\$ 20,000.00	600.00	\$ 30,000.00
23	SABAL PALMETTO (SABAL PALM)	14-18' min.OA	50	400.00	\$ 20,000.00	600.00	\$ 30,000.00
24	SABAL PALMETTO (SABAL PALM)	18-24' min.OA	50	500.00	\$ 25,000.00	750.00	\$ 37,500.00
25	SIMARUBA GLAUCA (PARADISE TREE)	25 -30 gal.	10	300.00	\$ 3,000.00	450.00	\$ 4500.00
26	SIMARUBA GLAUCA (PARADISE TREE)	45 gal.	10	650.00	\$ 6,500.00	975.00	\$ 9750.00
27	SWIETENIA MAHOGONI (MAHOGANY)	25-30 gal.	15	300.00	\$ 4500.00	450.00	\$ 6750.00
28	SWIETENIA MAHOGONI (MAHOGANY)	45 gal.	10	650.00	\$ 6500.00	975.00	\$ 9750.00
29	TABEBUIA CARAIBA (YELLOW TRUMPET TREE)	25-30 gal.	5	300.00	\$ 1,500.00	450.00	\$ 2250.00
30	TABEBUIA CARAIBA (YELLOW TRUMPET TREE)	45 gal.	5	650.00	\$ 3250.00	975.00	\$ 4875.00
31	TABEBUIA IMPETIGINOSA (PURPLE TRUMPET TREE)	25-30 gal.	5	300.00	\$ 1500.00	450.00	\$ 2250.00
32	TABEBUIA IMPETIGINOSA (PURPLE TRUMPET TREE)	45 gal.	5	650.00	\$ 3250.00	975.00	\$ 4875.00
33	TAXODIUM DISTICHUM (BALD CYPRESS)	25-30 gal.	50	350.00	\$ 17,500.00	525.00	\$ 26,250.00
34	TAXODIUM ASCENDENS (POND CYPRESS)	30 gal.	50	300.00	\$ 15,000.00	450.00	\$ 22,500.00
35	TAXODIUM ASCENDENS (POND CYPRESS)	45 gal.	50	550.00	\$ 27,500.00	825.00	\$ 41,250.00
36	TAXODIUM DISTICHUM (BALD CYPRESS)	45 gal.	10	700.00	\$ 7,000.00	1050.00	\$ 10,500.00
37	QUERCUS VIRGINIANA (LIVE OAK)	25-30 gal.	20	300.00	\$ 6,000.00	450.00	\$ 9,000.00
38	QUERCUS VIRGINIANA (LIVE OAK)	65 gal.	20	800.00	\$ 16,000.00	1200.00	\$ 24000.00
39	QUERCUS VIRGINIANA (LIVE OAK)	100 gal.	15	1100.00	\$ 16,500.00	1650.00	\$ 24,750.00
40	CRYSOPHYLLUM OLIVIFORME (SATIN LEAF)	25-30 gal.	10	300.00	\$ 3,000.00	450.00	\$ 4500.00

ITB #202521 Supply, Delivery and Installation of Landscape Materials

Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
41	CRYSOPHYLLUM OLIVIFORME (SATIN LEAF)	45 gal.	10	700.00	\$ 7,000 ⁰⁰	1050. ⁰⁰	\$ 10,500 ⁰⁰
42	GUMBO LIMBO (BURSERA SIMARUBA)	25-30 gal.	45	300.00	\$ 13,500 ⁰⁰	450. ⁰⁰	\$ 20,250 ⁰⁰
COMMON SHRUBS/GROUNDCOVERS							
Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
1	VIBURNUM SUSPENSUM	7 gal.	50	30.00	\$ 1500 ⁰⁰	45. ⁰⁰	\$ 2250 ⁰⁰
2	ACALYPHA WILKESIANA (COPPERLEAF) ASST. COLORS	3 gal.	30	10.00	\$ 300 ⁰⁰	15. ⁰⁰	\$ 450 ⁰⁰
3	ACALYPHA WILKESIANA (COPPERLEAF) ASST. COLORS	7 gal.	30	30.00	\$ 900 ⁰⁰	45. ⁰⁰	\$ 1350 ⁰⁰
4	CARISSA MACROCARPA (CARISSA)	3 gal.	50	10.00	\$ 500 ⁰⁰	15. ⁰⁰	\$ 750 ⁰⁰
5	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	3 gal.	150	12.00	\$ 1800 ⁰⁰	18. ⁰⁰	\$ 2700 ⁰⁰
6	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	7 gal.	100	30.00	\$ 3,000 ⁰⁰	45. ⁰⁰	\$ 4500 ⁰⁰
7	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	15 gal.	20	50.00	\$ 1,000 ⁰⁰	75. ⁰⁰	\$ 1500 ⁰⁰
8	CLUSIA ROSEA	3 gal.	20	15.00	\$ 300 ⁰⁰	22.50	\$ 450 ⁰⁰
9	CLUSIA ROSEA	7 gal.	50	30.00	\$ 1500 ⁰⁰	45. ⁰⁰	\$ 2250 ⁰⁰
10	CLUSIA ROSEA	15 gal.	20	60.00	\$ 1200 ⁰⁰	90. ⁰⁰	\$ 1800 ⁰⁰
11	CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD) SHRUB	25 gal.	25	130.00	\$ 3250 ⁰⁰	195. ⁰⁰	\$ 4875 ⁰⁰
12	CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD) SHRUB	15 gal.	50	90.00	\$ 4500 ⁰⁰	135. ⁰⁰	\$ 6750 ⁰⁰
13	DURANTA ERECTA 'GOLD MOUND'	3 gal.	20	10.00	\$ 200 ⁰⁰	15. ⁰⁰	\$ 300 ⁰⁰
14	HAMELIA PATENS 'FIREFLY'	3 gal.	50	10.00	\$ 500 ⁰⁰	15. ⁰⁰	\$ 750 ⁰⁰
15	HAMELIA PATENS 'CALUSA'	3 gal.	50	30.00	\$ 1500 ⁰⁰	45. ⁰⁰	\$ 2250 ⁰⁰
16	HAMELIA PATENS 'CALUSA'	7 gal.	50	45.00	\$ 2250 ⁰⁰	67.50	\$ 3375 ⁰⁰
17	MIMOSA STRIGILLOSA (SUNSHINE MIMOSA)	1 gal.	25	4.50	\$ 112 ⁵⁰	6.75	\$ 168 ⁷⁵
18	PODOCARPUS MACROPHYLLUS	3 gal.	25	10.00	\$ 250 ⁰⁰	15. ⁰⁰	\$ 375 ⁰⁰
19	PODOCARPUS MACROPHYLLUS	7 gal.	25	20.00	\$ 500 ⁰⁰	30. ⁰⁰	\$ 750 ⁰⁰
20	PODOCARPUS MACROPHYLLUS	15 gal.	25	45.00	\$ 1125 ⁰⁰	67.50	\$ 1687 ⁵⁰
21	PODOCARPUS, DWARF 'PRINGLEII'	3 gal.	100	12.00	\$ 1200 ⁰⁰	18. ⁰⁰	\$ 1800 ⁰⁰
22	SCHEFFLERA ARBORICOLA 'Trinette' (TRINETTE)	3 gal.	200	10.00	\$ 2,000 ⁰⁰	15. ⁰⁰	\$ 3000 ⁰⁰
23	SCHEFFLERA ARBORICOLA 'Trinette' (TRINETTE)	7 gal.	100	20.00	\$ 2,000 ⁰⁰	30. ⁰⁰	\$ 3000 ⁰⁰
24	SCHEFFLERA ARBORICOLA (GREEN)	7 gal.	25	20.00	\$ 500 ⁰⁰	30. ⁰⁰	\$ 750 ⁰⁰

ITB #202521 Supply, Delivery and Installation of Landscape Materials

Item #	Description	Size	Estimated Annual Usage	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
25	SCHEFFLERA ARBORICOLA (GREEN)	15 gal.	50	50.00	\$ 2500.00	75.00	\$ 3750.00
26	FICUS MICROCARPA 'GREEN ISLAND' (GREEN ISLAND FICUS)	3 gal.	500	10.00	\$ 5,000.00	15.00	\$ 7500.00
27	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	3 gal.	75	12.00	\$ 900.00	18.00	\$ 1350.00
28	TRIPSACUM FLORIDANA (DWARF FAKAHATCHEE GRASS)	3 gal.	75	14.00	\$ 1050.00	21.00	\$ 1575.00
29	TULBAGHIA VIOLACEA (SOCIETY GARLIC)	1 GAL.	25	6.00	\$ 150.00	9.00	\$ 225.00
GRAND TOTAL PRICING: DELIVERED AND DELIVERED AND INSTALLED:				22,525.50	\$ 495,731.50	33788.25	\$ 754,130.75

Note: Applies to all Categories - Bidder(s) understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner.

Quantities listed are estimates only and are not to be construed as guaranteed work quantities. Successful bidder(s) will supply all labor, materials, machinery, equipment and technical supervision necessary to supply, deliver & install (when applicable) the materials to Wellington. All pricing shall include labor, materials, equipment, pallets, fuel, shipping, delivery, installation (when applicable) and all other necessary items.

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? 28
2. What is the last project of this nature that you have completed?
We complete over 150 installation projects per year.
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>Stamm Development Group</u>	<u>900 E Atlantic Ave # 5, Delray Beach, FL 33483</u>	<u>(561) 962-0075</u>
<small>Name</small>	<small>Address</small>	<small>Phone</small>
<u>Varga Homes</u>		<u>(561) 704-0073</u>
<small>Name</small>	<small>Address</small>	<small>Phone</small>
<u>SAW Development</u>	<u>320 Nw 17th Street, Delray Beach, FL 33444</u>	<u>info@vargahomes.net</u>
<small>Name</small>	<small>Address</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

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? _____
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
Carlton's Tree Service	Tree cutting and removal

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

Equipment Type	Equipment Type
kubota front loader	Trailer and truck flatbeds
Izuzu NPR trucks	Dump trucks
All small/hand tools and machinery	

9. What equipment will you purchase for the proposed work? None

10. What equipment will you rent for the proposed work? None
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.
Shawn Waters, over 30 years in the landscaping industry in south florida. Prior relevant employers: city of boca rato
Nanacks, Landscape design of south florida, others.
12. The address of principal place of business is 3827 W Atlantic Ave, Delray Beach FL 33445
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: _____
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. _____
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. _____
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). _____
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. None
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. None
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. 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

**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 Delray Garden Center for Alberto Cantor, President
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is 3827 W Atlantic Ave, Delray Beach and (if applicable) its Federal Employer Identification
Number (FEIN) is 33-4609568 (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. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

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

STATE OF Florida

COUNTY OF Palm Beach

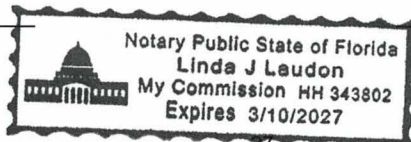
[Signature]
[signature]

Sept 23, 2025
[date]

Subscribed and Sworn to (or affirmed) before me on Sept 23, 2025 by Alberto Cantor
[date] [name]

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

[Signature]
[Notary's Signature and Seal]



Linda J. Laudon
Print Notary Name and Commission No.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725 and § 287.135

I, Alberto Cantor, on behalf of Delray Garden Center,
certifies

Print Name

Company Name

that Delray Garden Center :
Company Name

1. Is not engaged in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List ; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
5. Has not engaged in business operations in Cuba or Syria.



Signature

President

Title

9/22/2025

Date

CONFLICT OF INTEREST STATEMENT

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

CHECK ALL THAT APPLY.

NO CONFLICT:

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

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

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

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

POTENTIAL CONFLICT:

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

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

Debra Garden Center

COMPANY NAME

SEA

AUTHORIZED SIGNATURE

Alberto Canton

NAME (PRINT OR TYPE)

President

TITLE

NON-COLLUSION AFFIDAVIT

State of FL

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

Delray Gaudin Center
Name of Bidder

Alberto Cantor

Print name of designated signatory

[Signature]

Signature

President

Title

On this 23 day of September 2025 before me appeared Alberto Cantor 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.

Linda J. Laudon
Signature

Notary Public in and for the State of Florida

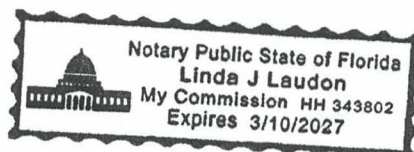
LINDA J LAUDON

(Name Printed)

Residing at Palm Beach County

My commission expires 3/10/2027

(Affix Seal Here)



REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NO COERCION FOR LABOR OR SERVICES AFFIDAVIT

(Pursuant to Section 787.06, Florida Statutes)

I Alberto Cantor (name of affiant) of Delray Garden Center (name of business

entity), attest that the following is true:

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

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

Affiant Name: Alberto Cantor

Signature: ABC

Title: President

Business Entity Name: Delray Garden Center

Date: 9/22, 2025

FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Pursuant to Section 287.138, Florida Statutes)

I Albero Carter (name of affiant) of Debraj Garden Center (name of business

entity), attest that the following is true:

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

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

Affiant Name: Albero Carter

Signature: [Signature]

Title: President

Business Entity Name: Debraj Garden Center

Date: 9/22, 2025

Council

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

Manager
Jim Barnes

ITB No. 202521

Title: Supply, Delivery and Installation of Landscape Materials

Bid Opening: September 23, 2025 at 11:00 AM Local Time

Request for Information Date: September 11, 2025

Request for Information # 1

Question 1: Item #14 on the proposal checklist mentions E-Verify memorandum; is one provided with the bid documents? Can you please advise what the Village is looking for on this item?

Response 1: The Village of Wellington is requesting a copy of the firm's E-Verify Memorandum of Understanding with the Department of Homeland Security. This can be found in your E-Verify account under "edit company file". If you are not currently registered, please go to the Department of Homeland Security website: <https://www.everify.gov/> to register.

Question 2: Must all the lines be quoted and filled in on the Schedule of Values?

Response 2: Yes, per the bid documents under Special Terms and Conditions, 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.

BID PROPOSAL CHECKLIST

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

YES___ NO___ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES___ NO___ 2. Bid Cover Page

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Submittal Form

YES___ NO___ 5. Schedule of Value

YES___ NO___ 6. Questionnaire

YES___ NO___ 7. Drug Free Workplace

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

YES___ NO___ 9. Certification Pursuant To Florida Statute § 215.4725 and § 287.135

YES___ NO___ 10. Conflict of Interest

YES___ NO___ 11. Non-Collusion Affidavit

YES___ NO___ 12. Insurance Certificates

YES___ NO___ 13. Copy of Appropriate Licenses

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

YES___ NO___ 15. No Coercion for Labor or Services Affidavit

YES___ NO___ 16. Foreign Countries of Concern Affidavit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2025

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

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

PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George PHONE (A/C, No., Ext): (866) 293-3600 ext. 623 E-MAIL: certrequest@gowbs.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Zurich-American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	FAX (A/C, No): NAIC # 16535
INSURED Workforce Business Services, Inc. Alt. Emp: Delray Garden Center Holdings LLC 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708		

COVERAGES

CERTIFICATE NUMBER:24FL0791263147

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 90-00-818-14	12/31/2024	12/31/2025	<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
				Location Coverage Period:	06/18/2025	12/31/2025	Client# 055449

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

Delray Garden Center Holdings LLC
3827 W Atlantic Ave
Delray Beach, FL 33445

CERTIFICATE HOLDER

Delray Garden Center Holdings LLC
3827 W Atlantic Ave
Delray Beach, FL 33445

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2025

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PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 E-MAIL: certrequest@gowbs.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Zurich-American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 16535
INSURED Workforce Business Services, Inc. Alt. Emp: DGC Retail LLC dba: Delray Garden Center 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	

COVERAGES

CERTIFICATE NUMBER: 24FL0791259474

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A			WC 90-00-818-14	12/31/2024	12/31/2025	<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
				Location Coverage Period:	06/18/2025	12/31/2025	Client# 055452

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:

DGC Retail LLC dba: Delray Garden Center
3827 W Atlantic Ave
Delray Beach, FL 33445**CERTIFICATE HOLDER**DGC Retail LLC
dba: Delray Garden Center
3827 W Atlantic Ave
Delray Beach, FL 33445**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2025

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PRODUCER Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	CONTACT NAME: Todd George PHONE (A/C, No, Ext): (866) 293-3600 ext. 623 E-MAIL ADDRESS: certrequest@gowbs.com FAX (A/C, No):														
INSURED Workforce Business Services, Inc. Alt. Emp: DGC Operations LLC dba: Delray Gardens 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich-American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich-American Insurance Company	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**24FL0791259473**REVISION NUMBER:**

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				Location Coverage Period:	06/18/2025	12/31/2025	Client# 055450

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
DGC Operations LLC dba: Delray Gardens
3827 W Atlantic Ave
Delray Beach, FL 33445

CERTIFICATE HOLDER**CANCELLATION**

DGC Operations LLC
dba: Delray Gardens
3827 W Atlantic Ave
Delray Beach, FL 33445

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AUTHORIZED REPRESENTATIVE