



ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for **ITB# 022-17/ER – Supply, Delivery and Installation of Landscape Materials**.

All Bids must be received; one (1) original and one (1) PDF (CD) copy, at the address below in the **Wellington Clerk's Office**, no later than **December 19, 2017 11:00 am. Local Time**, at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Wellington Clerk's time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be obtained starting **December 1, 2017** online at www.demandstar.com and on our website at www.wellingtonfl.gov or by calling Emma Ramirez at 561-791-4021. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All Bids shall be sealed when submitted and be delivered or mailed to:

Wellington

ATTN: Clerk's Office

12300 Forest Hill Blvd

Wellington, FL 33414

ENVELOPE MUST BE IDENTIFIED AS SEALED BID #022-17/ER

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Emma Ramirez 12300 Forest Hill Blvd, Wellington, FL 33414: Phone 561-791-4021 or email eramirez@wellingtonfl.gov

Publish: Palm Beach Post - December 1, 2017

Account #9-657448

BID ACKNOWLEDGEMENT 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)791-4055/Fax:(561)904-5817

Wellington
INVITATION TO BID
COMMODITY/SERVICE

BID TITLE:
Supply, Delivery and Installation of Landscape Materials

BID NO:
022-17/ER

NAME OF FIRM, ENTITY, or ORGANIZATION:

NAME OF CONTACT PERSON

VENDOR MAILING ADDRESS:

CITY:

ZIP:

STATE:

TITLE

VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):

CITY:

ZIP:

STATE:

PHONE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):

EMAIL ADDRESS:

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)

FAX NUMBER:

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☐

Partnership ☐

Proprietorship ☐

Joint Venture ☐

Other ☐

If Corporation, please provide the following:

(A) Date of Incorporation: _____
Month / Day / Year

(B) State or Country of Incorporation:

INSTRUCTIONS TO BIDDERS

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

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	December 1, 2017
Number of Bid Hard Copies Including Original	One (1) Original and One (1) PDF - CD	N/A
Questions from Bidders to Warrant Response /Addendum	6:00 pm.	December 12, 2017
Bids Received By – (Deadline & Opening)	11:00 am.	December 19, 2017
Evaluation Committee Meeting (if applicable)		N/A
Posted Notice of Intended Award	Tentative/DemandStar.com/Clerk's Office	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

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

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

- | | | |
|-----------------------------------|---------------------------------|---------------------------|
| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions | 7. Schedule of Values & |
| 2. Instructions to Bidders | 6. General Instructions to | Ordering Instructions and |
| 3. Special Terms and Conditions | Bidders | Forms |
| 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:
6.
 - (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).
7. **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.
- 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
 - (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract.
 - (b) SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
 - (c) OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (Fridays, 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 Fridays, 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 Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

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

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

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

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

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:
 - (1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;
 - (2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.
- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

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

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

subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 CONFLICT OF INTEREST: The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

36 NON-COLLUSION: Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 PUBLIC RECORDS: All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

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

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

38 TIE BIDS: If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

(a) Delivery time – time for performance, if provided in the bid or proposal

(b) Certification of a "Drug Free Workplace Program" which meets the criteria established if F.F., Section 287.087

(c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

39 ADDITION OR DELETION OF TERMS OR CONDITIONS: No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40. PALM BEACH COUNTY INSPECTOR GENERAL: In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

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 two (2) years from date of award. The pricing submitted shall remain fixed for the first year of the initial two (2) year contract term. There will be no allowable price escalations for services, materials, or fuel costs throughout the first year of the contract term.

During the second year of the initial contract term, price escalations may be allowed. The awarded vendor shall submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the end of the first year of the contract term. Consideration of price increases at that time will be given provided such escalations are reasonable and acceptable to Wellington. It is also expected that de-escalation of prices will be extended to Wellington if market so reflects. Wellington will consider a price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase.

CONTRACT RENEWAL: 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. Pricing submitted for the renewal period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the renewal period.

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

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

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

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

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

Wellington intends to award a contract to a Primary and a Secondary awardee for the material specified within this document, taking into consideration experience, staffing, equipment, materials, references and past performance. Prices are being solicited for landscaping materials within four (4) distinctive plant categories: **Uncommon Native Plants; Aquatics; Common Trees; and Common Shrubs/Groundcovers.**

Within the categories of **Uncommon Native Plants, Common Trees and Common Shrubs/Groundcovers**, a Category Total Price is being sought for each of the following groups: **Picked Up; Delivered; and Delivered and Installed.**

Within the category of **Aquatics**, a Category Total Price is being sought for only the **Delivered and Installed** group.

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

In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties. NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.

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

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

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

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

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

INSURANCE: The Vendor 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)
P.O. Box 20270
Long Beach, CA 90801

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 - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$1,000,000 general aggregate, \$300,000 per person, \$300,000 each occurrence and \$300,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$1,000,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

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

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

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

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, FAX: (561) 904-5806, EMAIL eramirez@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

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

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

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

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

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

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

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

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

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

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

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

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order

YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) copy

YES___ NO___ 2. Bid Acknowledgment Cover Sheet

YES___ NO___ 3. Acknowledgment of addendums (if any)

YES___ NO___ 4. Bid Submittal Form

YES___ NO___ 5. Schedule of Values

YES___ NO___ 6. Questionnaire

YES___ NO___ 7. Drug Free Workplace

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

YES___ NO___ 9. Wellington Local Preference Form

YES___ NO___ 10. Conflict of Interest

YES___ NO___ 11. Non-Collusion Affidavit

YES___ NO___ 12. Insurance Certificates

YES___ NO___ 13. Copy of Appropriate Licenses

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. Wellington will pick up the plant material at vendor(s) location.
- b. Vendor(s) shall provide the plant material and deliver the plant material to designated Wellington location(s).
- c. Vendor(s) shall provide the plant material, deliver and install the plant material to designated Wellington location(s).

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).

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

(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.

Vendor's Signature

Dated this _____ day of _____, _____

(Month)

(Year)

INSTRUCTIONS FOR COMPLETING THE SCHEDULE OF VALUES

The complete bid documents consist of these instructions and an additional form identified as SCHEDULE OF VALUES. **Bid pricing shall be submitted on the SCHEDULE OF VALUES FORM.**

The SCHEDULE OF VALUES is organized in a manner similar to the example displayed below:

CATEGORY A – UNCOMMON NATIVE PLANTS

Description	Picked Up Unit Price Total	Delivered Unit Price Total	Delivered & Installed Unit Price Total
Plant #1	\$	\$	\$
Plant #2	\$	\$	\$
CATEGORY A - Total Price			

CATEGORY B – AQUATICS

Description	Delivered & Installed Unit Price Total
Plant #1	\$
Plant #2	\$
CATEGORY B – Total Price	

CATEGORY C – COMMON TREES

Description	Picked Up Unit Price Total	Delivered Unit Price Total	Delivered & Installed Unit Price Total
Plant #1	\$	\$	\$
Plant #2	\$	\$	\$
CATEGORY C - Total Price			

CATEGORY D - COMMON SHRUBS/GROUNDCOVERS

Description	Picked Up Unit Price Total	Delivered Unit Price Total	Delivered & Installed Unit Price Total
Plant #1	\$	\$	\$
Plant #2	\$	\$	\$
CATEGORY D - Total Price			

PLEASE NOTE:

1. If prices are submitted for one particular CATEGORY, you do not have to submit prices for any of the other CATEGORIES. Prices can be submitted for any or all of the CATEGORIES.
2. CATEGORIES A, C AND D – Unit prices are grouped as “Picked Up”, “Delivered”, and “Delivered and Installed”. If prices are submitted for one particular group, you do not have to submit prices for any of the other groups. Prices can be submitted for any or all of the groups in any CATEGORY.
3. CATEGORY B – Unit prices are grouped as “Delivered and Installed”. If prices are submitted for this particular group, you do not have to submit prices for the other groups. Prices can be submitted for any or all of the groups in a CATEGORY.
4. **IF PRICES ARE SUBMITTED FOR ANY PARTICULAR GROUP, PRICES MUST BE SUBMITTED FOR EACH AND EVERY LINE ITEM LISTED WITHIN THAT GROUP. IF A PRICE IS NOT SUBMITTED FOR EACH AND EVERY LINE ITEM LISTED WITHIN A GROUP, YOUR PROPOSAL FOR THAT PARTICULAR GROUP WILL BE REJECTED.**

5. Calculation of Prices: Multiply an item's Unit Price by its corresponding Estimated Annual Usage to calculate a Unit Price Total for each item. Add together all of the Unit Price Totals within the column to calculate the Category Total Price.

For example:

CATEGORY A			
Description	Estimated	Picked Up Unit	Picked Up Unit Price Total
Plant #1	5	\$3.00	\$15.00
Plant #2	10	\$8.00	\$80.00
Plant #3	25	\$10.00	\$250.00
CATEGORY A – TOTAL PRICE			\$345.00

6. 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.

SCHEDULE OF VALUES									
TREES		CATEGORY A - UNCOMMON NATIVE PLANTS							
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
1	ANNONA GLABRA (POND APPLE)	3 gal.	75	\$	\$	\$	\$	\$	\$
2	ANNONA GLABRA (POND APPLE)	7 gal.	75	\$	\$	\$	\$	\$	\$
3	BOURRERIA SUCCULENTA (BAHAMA STRONGBARK)	7 gal.	5	\$	\$	\$	\$	\$	\$
4	CALYPTRANTHES ZUZYGIUM (MYRTLE-OF-THE-RIVER)	7 gal.	5	\$	\$	\$	\$	\$	\$
5	CITHAREXYLUM FRUTICOSUM (FIDDLEWOOD)	3 gal.	20	\$	\$	\$	\$	\$	\$
6	CITHAREXYLUM FRUTICOSUM (FIDDLEWOOD)	7 gal.	50	\$	\$	\$	\$	\$	\$
7	CONOCARPUS ERECTUS (GREEN BUTTONWOOD)	25 -30 gal.	50	\$	\$	\$	\$	\$	\$
8	FICUS AUREA (STRANGLER FIG)	25 -30 gal.	25	\$	\$	\$	\$	\$	\$
9	GUAPIRA DISCOLOR (BLOLLY)	7 gal.	20	\$	\$	\$	\$	\$	\$
10	GUAIACUM SANCTUM (LIGNUM VITAE)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
11	GYMNANTHES LUCIDA (CRABWOOD)	25 -30 gal.	20	\$	\$	\$	\$	\$	\$
12	KRUGIODENDRON FERREUM (BLACK IRONWOOD)	15 gal.	5	\$	\$	\$	\$	\$	\$
13	KRUGIODENDRON FERREUM (BLACK IRONWOOD)	25-30 gal.	20	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
TREES		CATEGORY A - UNCOMMON NATIVE PLANTS							
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
14	NECTANDRA CORIACEA (LANCEWOOD)	15 gal.	5	\$	\$	\$	\$	\$	\$
15	DIPHOLIS SALICIFOLIA (WILLOW BUSTIC)	25 -30 gal.	5	\$	\$	\$	\$	\$	\$
16	SABAL MINOR (DWARF PALMETTO)	7 gal.	20	\$	\$	\$	\$	\$	\$
17	ZANTHOXYLUM FAGARA (WILD LIME)	15 gal.	25	\$	\$	\$	\$	\$	\$
	SHRUBS								
18	ACACIA FARNESIA (SWEET ACACIA)	15 gal.	10	\$	\$	\$	\$	\$	\$
19	ARDISIA ESCALLONIOIDES (MARLBERRY)	3 gal.	25	\$	\$	\$	\$	\$	\$
20	BACCHARIS HALIMIFOLIA (GROUNDSEL BUSH)	3 gal.	25	\$	\$	\$	\$	\$	\$
21	BYRSONIMA LUCIDA (LOCUSTBERRY)	3 gal.	5	\$	\$	\$	\$	\$	\$
22	CALLICARPA AMERICANA (BEAUTYBERRY)	3 gal.	25	\$	\$	\$	\$	\$	\$
23	CAPPARIA CYNOPHALLOPHORA (JAMAICAN CAPER)	7 gal.	25	\$	\$	\$	\$	\$	\$
24	CAPPARIA CYNOPHALLOPHORA (JAMAICAN CAPER)	15 gal.	25	\$	\$	\$	\$	\$	\$
25	CASASIA CLUSIFOLIA (SEVEN-YEAR APPLE)	7 gal.	5	\$	\$	\$	\$	\$	\$
26	CHRYSOBALANUS ICACO (GREEN COCOPLUM)	3 gal.	100	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
SHRUBS		CATEGORY A - UNCOMMON NATIVE PLANTS							
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
27	CHRYSOBALANUS ICACO (GREEN COCOPLUM)	7 gal.	100	\$	\$	\$	\$	\$	\$
28	EUGENIA FOETIDA (SPANISH STOPPER)	7 gal.	20	\$	\$	\$	\$	\$	\$
29	EUGENIA FOETIDA (SPANISH STOPPER)	15 gal.	10	\$	\$	\$	\$	\$	\$
30	HAMELIA PATENS (FIREBUSH)	3 gal.	100	\$	\$	\$	\$	\$	\$
31	HAMELIA PATENS (FIREBUSH)	7 gal.	50	\$	\$	\$	\$	\$	\$
32	FORESTERIA SEGREGATA (FLORIDA PRIVET)	7 gal.	20	\$	\$	\$	\$	\$	\$
33	ILEX VOMITORIA (YAUPON HOLLY)	7 gal.	20	\$	\$	\$	\$	\$	\$
34	MYRCIANTHES FRAGRANS (SIMPSONS STOPPER)	7 gal.	50	\$	\$	\$	\$	\$	\$
35	MYRCIANTHES FRAGRANS (SIMPSONS STOPPER)	15 gal.	20	\$	\$	\$	\$	\$	\$
36	MYRSINE GUIANENSIS (MYRSINE)	3 gal.	25	\$	\$	\$	\$	\$	\$
37	MYRSINE GUIANENSIS (MYRSINE)	7 gal.	75	\$	\$	\$	\$	\$	\$
38	TETRAZYGIA BICOLOR (WEST INDIAN LILAC)	3 gal.	20	\$	\$	\$	\$	\$	\$
39	TETRAZYGIA BICOLOR (WEST INDIAN LILAC)	7 gal.	20	\$	\$	\$	\$	\$	\$
40	CALYPTRANTHES PALLENS (SPICEWOOD)	3 gal.	10	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
SHRUBS		CATEGORY A - UNCOMMON NATIVE PLANTS							
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
41	CALYPTRANTHES PALLENS (SPICEWOOD)	7 gal.	25	\$	\$	\$	\$	\$	\$
42	CEPHALANTHUS OCCIDENTALIS (BUTTONBUSH)	7 gal.	25	\$	\$	\$	\$	\$	\$
43	RANDIA ACULEATA (WHITE INDIGOBERRY)	3 gal.	10	\$	\$	\$	\$	\$	\$
44	RANDIA ACULEATA (WHITE INDIGOBERRY)	7 gal.	20	\$	\$	\$	\$	\$	\$
45	SERENOA REPENS (SAW PALMETTO)	3 gal.	50	\$	\$	\$	\$	\$	\$
46	SERENOA REPENS (SAW PALMETTO)	7 gal.	50	\$	\$	\$	\$	\$	\$
47	SERENOA REPENS SILVER FORM (SAW PALMETTO)	3 gal.	50	\$	\$	\$	\$	\$	\$
48	SERENOA REPENS SILVER FORM (SAW PALMETTO)	7 gal.	150	\$	\$	\$	\$	\$	\$
49	SOPHORA TOMENTOSA (NECKLACE POD)	3 gal.	25	\$	\$	\$	\$	\$	\$
50	SOPHORA TOMENTOSA (NECKLACE POD)	7 gal.	25	\$	\$	\$	\$	\$	\$
51	SAMBUCUS CANADENSIS (ELDERBERRY)	3 gal.	50	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
GROUNDCOVERS/FLOWERS			CATEGORY A - UNCOMMON NATIVE PLANTS						
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
	VINES								
52	LONICERA SEMPERVIRENS (CORAL HONEYSUCKLE)	3 gal.	20	\$	\$	\$	\$	\$	\$
53	PASSIFLORA INCARNATA (MAYPOP PASSIONVINE)	3 gal.	50	\$	\$	\$	\$	\$	\$
54	PASSIFLORA SUBEROSA (CORKY STEM PASSIONVINE)	3 gal.	75	\$	\$	\$	\$	\$	\$
55	CARISSA (CARISSA MACROCARPA)	3 gal.	50	\$	\$	\$	\$	\$	\$
56	PEPEROMIA OBTUSIFOLIA (BABY RUBBER PLANT)	1 gal.	25	\$	\$	\$	\$	\$	\$
57	SPARTINA BAKERII (SAND CORDGRASS)	3 gal.	100	\$	\$	\$	\$	\$	\$
58	SALVIA COCCINEA (RED SALVIA)	1 gal.	25	\$	\$	\$	\$	\$	\$
59	MONARDA PUNCTATA (SPOTTED BEEBALM)	1 gal.	25	\$	\$	\$	\$	\$	\$
60	LIATRIS GRACILLIS (BLAZING STAR)	1 gal.	25	\$	\$	\$	\$	\$	\$
61	PSYCHOTRIA NERVOSA (WILD COFFEE)	3 gal.	100	\$	\$	\$	\$	\$	\$
62	MUHLENBERGIA CAPILLARIS (MUHLY GRASS)	3 gal.	250	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
GROUNDCOVERS/FLOWERS				CATEGORY A - UNCOMMON NATIVE PLANTS					
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	*Delivered & Installed Unit Price Total
63	ERYTHRINA HERBACEA (CORAL BEAN)	3 gal.	25	\$	\$	\$	\$	\$	\$
64	HELIANTHUS DEBILIS (DUNE SUNFLOWER)	1 gal.	15	\$	\$	\$	\$	\$	\$
65	HELIANTHUS DEBILIS (DUNE SUNFLOWER)	3 gal.	20	\$	\$	\$	\$	\$	\$
66	PLUMBAGO SCANDENS	3 gal.	20	\$	\$	\$	\$	\$	\$
67	COREOPSIS LEAVENWORTHII (TICKSEED)	1 gal.	75	\$	\$	\$	\$	\$	\$
68	ZAMIA PUMILA (COONTIE)	3 gal.	300	\$	\$	\$	\$	\$	\$
69	ZAMIA PUMILA (COONTIE)	7 gal.	100	\$	\$	\$	\$	\$	\$
CATEGORY A - TOTAL PRICE (Items 1 - 69)					\$		\$		\$

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

SCHEDULE OF VALUES					
CATEGORY B - AQUATICS					
Item #	Description	Size	Estimated Annual Usage	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
1	ACROSTICHUM DANAEIFOLIUM (GIANT LEATHERFERN)	1 gal.	50	\$	\$
2	ACROSTICHUM DANAEIFOLIUM (GIANT LEATHERFERN)	3 gal.	50	\$	\$
3	PONTEDERIA CORDATA (PICKERELWEED)	BR	1000	\$	\$
4	PONTEDERIA CORDATA (PICKERELWEED)	1 gal.	50	\$	\$
5	ELEOCHARIS EQUISETOIDES (JOINTED SPIKE RUSH)	BR	500	\$	\$
*6	HYMENOCALLIS TRIDENTATA (SPIDERLILY)	BR	500	\$	\$
*7	HYMENOCALLIS TRIDENTATA (SPIDERLILY)	1 gal.	75	\$	\$
8	SAGITTARIA LANCIFOLIA (ARROWHEAD)	BR	1000	\$	\$
9	SAGITTARIA LANCIFOLIA (ARROWHEAD)	1 gal.	50	\$	\$
10	SAGITTARIA LATIFOLIA (DUCK POTATO)	BR	250	\$	\$
11	SAGITTARIA LATIFOLIA (DUCK POTATO)	1 gal.	50	\$	\$
12	THALIA GENICULATA (FIREFLAG)	BR	300	\$	\$

* Any Hymenocallis that is native to Florida with a natural distribution range in Palm Beach County can be substituted for Tridentata.

SCHEDULE OF VALUES					
CATEGORY B - AQUATICS					
Item #	Description	Size	Estimated Annual Usage	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
13	THALIA GENICULATA (FIREFLAG)	1 gal.	100	\$	\$
14	IRIS VIRGINICA (BLUE FLAG IRIS)	BR	500	\$	\$
15	IRIS VIRGINICA (BLUE FLAG IRIS)	1 gal.	100	\$	\$
16	SCHOENOPLECTUS CALIFORNICUS (GIANT BULRUSH)	BR	500	\$	\$
17	SCHOENOPLECTUS CALIFORNICUS (GIANT BULRUSH)	1 gal.	100	\$	\$
CATEGORY B - TOTAL PRICE (Items 1 - 17)					\$

SCHEDULE OF VALUES									
CATEGORY C - COMMON TREES									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
1	ACCOELORRHAPHE WRIGHTII (PAUROTIS PALM)	25-30 gal.	5	\$	\$	\$	\$	\$	\$
2	BULNESIA ARBOREA (VERAWOOD)	25-30 gal.	25	\$	\$	\$	\$	\$	\$
3	BULNESIA ARBOREA (VERAWOOD)	45 gal.	25	\$	\$	\$	\$	\$	\$
4	CASSIA BAKERIANA (DWARF PINK CASSIA)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
5	CASSIA BAKERIANA (DWARF PINK CASSIA)	45 gal.	10	\$	\$	\$	\$	\$	\$
6	CASSIA FISTULA (GOLDEN SHOWER TREE)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
7	CASSIA FISTULA (GOLDEN SHOWER TREE)	45 gal.	10	\$	\$	\$	\$	\$	\$
8	CASSIA JAVANICA (APPLE BLOSSOM TREE)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
9	CASSIA JAVANICA (APPLE BLOSSOM TREE)	45 gal.	10	\$	\$	\$	\$	\$	\$
10	CEIBA SPECIOSA 'MONSA' (THORNLESS FLOSS SILK TREE)	25-30 gal.	5	\$	\$	\$	\$	\$	\$
11	CEIBA SPECIOSA 'MONSA' (THORNLESS FLOSS SILK TREE)	45 gal.	5	\$	\$	\$	\$	\$	\$
12	COCOLOBA DIVERSIFOLIA (PIGEON PLUM)	25-30 gal.	20	\$	\$	\$	\$	\$	\$
13	CORDIA SEBESTENA (ORANGE GEIGER)	25-30 gal.	10	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY C - COMMON TREES									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
14	CORDIA SEBESTENA (ORANGE GEIGER)	45 gal.	10	\$	\$	\$	\$	\$	\$
15	CORDIA BOISSIERI (WHITE GEIGER)	25-30 gal.	35	\$	\$	\$	\$	\$	\$
16	CORDIA BOISSIERI (WHITE GEIGER)	45 gal.	35	\$	\$	\$	\$	\$	\$
17	JUNIPERUS VIRGINIANA (EASTERN RED CEDAR)	25-30 gal.	50	\$	\$	\$	\$	\$	\$
18	JUNIPERUS VIRGINIANA (EASTERN RED CEDAR)	45 gal.	5	\$	\$	\$	\$	\$	\$
19	LYSILOMA LATISILIQUEUM (WILD TAMARIND)	25-30 gal.	5	\$	\$	\$	\$	\$	\$
20	LYSILOMA LATISILIQUEUM (WILD TAMARIND)	45 gal.	5	\$	\$	\$	\$	\$	\$
21	LYSILOMA SABICU (INDIAN TAMARIND)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
22	LYSILOMA SABICU (INDIAN TAMARIND)	45 gal.	10	\$	\$	\$	\$	\$	\$
23	PINUS ELLIOTII ‘DENSA’ (SOUTH FL SLASH PINE)	3 gal.	10	\$	\$	\$	\$	\$	\$
24	PINUS ELLIOTII ‘DENSA’ (SOUTH FL SLASH PINE)	7 gal.	10	\$	\$	\$	\$	\$	\$
25	PINUS ELLIOTII ‘DENSA’ (SOUTH FL SLASH PINE)	25-30 gal.	50	\$	\$	\$	\$	\$	\$
26	PINUS ELLIOTII ‘DENSA’ (SOUTH FL SLASH PINE)	45 gal.	20	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY C - COMMON TREES									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
27	SABAL PALMETTO (SABAL PALM)	10-14' min.OA	50	\$	\$	\$	\$	\$	\$
28	SABAL PALMETTO (SABAL PALM)	14-18' min.OA	50	\$	\$	\$	\$	\$	\$
29	SABAL PALMETTO (SABAL PALM)	18-24' min.OA	50	\$	\$	\$	\$	\$	\$
30	SIMARUBA GLAUCA (PARADISE TREE	25 -30 gal.	10	\$	\$	\$	\$	\$	\$
31	SIMARUBA GLAUCA (PARADISE TREE)	45 gal.	10	\$	\$	\$	\$	\$	\$
32	SWIETENIA MAHOGONI (MAHOGANY)	25-30 gal.	15	\$	\$	\$	\$	\$	\$
33	SWIETENIA MAHOGONI (MAHOGANY)	45 gal.	10	\$	\$	\$	\$	\$	\$
34	TABEBUIA CARAIBA (YELLOW TRUMPET TREE)	25-30 gal.	5	\$	\$	\$	\$	\$	\$
35	TABEBUIA CARAIBA (YELLOW TRUMPET TREE)	45 gal.	5	\$	\$	\$	\$	\$	\$
36	TABEBUIA IMPETIGINOSA (PURPLE TRUMPET TREE)	25-30 gal.	5	\$	\$	\$	\$	\$	\$
37	TABEBUIA IMPETIGINOSA (PURPLE TRUMPET TREE)	45 gal.	5	\$	\$	\$	\$	\$	\$
38	TAXODIUM DISTICHUM (BALD CYPRESS)	25-30 gal.	50	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY C - COMMON TREES									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
39	TAXODIUM DISTICHUM (BALD CYPRESS)	45 gal.	10	\$	\$	\$	\$	\$	\$
40	QUERCUS VIRGINIANA (LIVE OAK)	25-30 gal.	20	\$	\$	\$	\$	\$	\$
41	QUERCUS VIRGINIANA (LIVE OAK)	65 gal.	20	\$	\$	\$	\$	\$	\$
42	QUERCUS VIRGINIANA (LIVE OAK)	100 gal.	15	\$	\$	\$	\$	\$	\$
43	CRYSOPHYLLUM OLIVIFORME (SATIN LEAF)	25-30 gal.	10	\$	\$	\$	\$	\$	\$
44	CRYSOPHYLLUM OLIVIFORME (SATIN LEAF)	45 gal.	10	\$	\$	\$	\$	\$	\$
45	GUMBO LIMBO (BURSERA SIMARUBA)	25-30 gal.	45	\$	\$	\$	\$	\$	\$
CATEGORY C - TOTAL PRICE (Items 1 - 45)					\$		\$		\$

SCHEDULE OF VALUES									
CATEGORY D - COMMON SHRUBS/GROUNDCOVERS									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
1	RHAPHIOLEPIS INDICA (INDIAN HAWTHORNE)	3 gal.	50	\$	\$	\$	\$	\$	\$
2	VIBURNUM SUSPENSUM	7 gal.	50	\$	\$	\$	\$	\$	\$
3	ACALYPHA WILKESIANA (COPPERLEAF) ASST. COLORS	3 gal.	30	\$	\$	\$	\$	\$	\$
4	ACALYPHA WILKESIANA (COPPERLEAF) ASST. COLORS	7 gal.	30	\$	\$	\$	\$	\$	\$
5	ALLAMANDA CATHARTICA (ALLAMANDA)	3 gal.	10	\$	\$	\$	\$	\$	\$
6	ALLAMANDA CATHARTICA 'COMPACTA' (DWARF ALLAMANDA)	3 gal.	10	\$	\$	\$	\$	\$	\$
7	BOUGANVILLEA, DWARF 'HELEN JOHNSON'	3 gal.	50	\$	\$	\$	\$	\$	\$
8	BULBINE (BULBINE FRUTESCENS)	1 gal.	50	\$	\$	\$	\$	\$	\$
9	CARISSA MACROCARPA (CARISSA)	3 gal.	50	\$	\$	\$	\$	\$	\$
10	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	3 gal.	150	\$	\$	\$	\$	\$	\$
11	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	7 gal.	100	\$	\$	\$	\$	\$	\$
12	CHRYSOBALANUS ICACO 'Red Tip' (COCOPLUM)	15 gal.	20	\$	\$	\$	\$	\$	\$
13	CODIAEUM VARIEGATUM 'MAMMIE' (CROTON)	3 gal.	75	\$	\$	\$	\$	\$	\$
14	CODIAEUM VARIEGATUM 'MAMMIE' (CROTON)	7 gal.	50	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY D - COMMON SHRUBS/GROUNDCOVERS									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
15	CLUSIA ROSEA	3 gal.	20	\$	\$	\$	\$	\$	\$
16	CLUSIA ROSEA	7 gal.	50	\$	\$	\$	\$	\$	\$
17	CLUSIA ROSEA	15 gal.	20	\$	\$	\$	\$	\$	\$
18	CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD) SHRUB	25 gal.	25	\$	\$	\$	\$	\$	\$
19	CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD) SHRUB	15 gal.	50	\$	\$	\$	\$	\$	\$
20	CRINUM AUGUSTUM (CRINUM LILY)	7 gal.	20	\$	\$	\$	\$	\$	\$
21	CRINUM AUGUSTUM (CRINUM LILY) 'QUEEN EMMA'	7 gal.	25	\$	\$	\$	\$	\$	\$
22	DIANELLA TASMANICA (BLUE FLAX LILY)	3 gal.	75	\$	\$	\$	\$	\$	\$
23	DURANTA ERECTA (GOLDEN DEW DROP)	3 gal.	5	\$	\$	\$	\$	\$	\$
24	DURANTA ERECTA 'GOLD MOUND'	3 gal.	20	\$	\$	\$	\$	\$	\$
25	HAMELIA PATENS 'FIREFLY'	3 gal.	50	\$	\$	\$	\$	\$	\$
26	HAMELIA PATENS 'CALUSA'	3 gal.	50	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY D - COMMON SHRUBS/GROUNDCOVERS									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
27	HAMELIA PATENS 'CALUSA'	7 gal.	50	\$	\$	\$	\$	\$	\$
28	ILEX VOMITORIA, DWARF 'SCHILLINGS'	3 gal.	50	\$	\$	\$	\$	\$	\$
29	JUNIPERUS CHINENSUS 'PARSONII'	3 gal.	50	\$	\$	\$	\$	\$	\$
30	JUNIPERUS CONFERTA 'BLUE PACIFIC'	3 gal.	50	\$	\$	\$	\$	\$	\$
31	MIMOSA STRIGILLOSA (SUNSHINE MIMOSA)	1 gal.	25	\$	\$	\$	\$	\$	\$
32	ODONTONEMA STRICTUM (FIRESPIKE) RED/PURPLE	3 gal.	10	\$	\$	\$	\$	\$	\$
33	ODONTONEMA STRICTUM (FIRESPIKE) RED/PURPLE	7 gal.	10	\$	\$	\$	\$	\$	\$
34	PLUMBAGO AURICULATA	3 gal.	10	\$	\$	\$	\$	\$	\$
35	PODOCARPUS MACROPHYLLUS	3 gal.	25	\$	\$	\$	\$	\$	\$
36	PODOCARPUS MACROPHYLLUS	7 gal.	25	\$	\$	\$	\$	\$	\$
37	PODOCARPUS MACROPHYLLUS	15 gal.	25	\$	\$	\$	\$	\$	\$
38	PODOCARPUS, DWARF 'PRINGLEII'	3 gal.	100	\$	\$	\$	\$	\$	\$
39	PITTOSPORUM TOBIRA, GREEN OR VARIEGATED	7 gal.	20	\$	\$	\$	\$	\$	\$

SCHEDULE OF VALUES									
CATEGORY D - COMMON SHRUBS/GROUNDCOVERS									
Item #	Description	Size	Estimated Annual Usage	Picked Up Unit Price	Picked Up Unit Price Total	Delivered Unit Price	Delivered Unit Price Total	Delivered & Installed Unit Price	Delivered & Installed Unit Price Total
40	RONDELETIA LEUCOPHYLLA (PANAMA ROSE)	3 gal.	15	\$	\$	\$	\$	\$	\$
41	RONDELETIA LEUCOPHYLLA (PANAMA ROSE)	7 gal.	15	\$	\$	\$	\$	\$	\$
42	SCHEFFLERA ARBORICOLA 'Trinette' (TRINETTE)	3 gal.	200	\$	\$	\$	\$	\$	\$
43	SCHEFFLERA ARBORICOLA 'Trinette' (TRINETTE)	7 gal.	100	\$	\$	\$	\$	\$	\$
44	SCHEFFLERA ARBORICOLA (GREEN)	7 gal.	25	\$	\$	\$	\$	\$	\$
45	SCHEFFLERA ARBORICOLA (GREEN)	15 gal.	50	\$	\$	\$	\$	\$	\$
46	FICUS MICROCARPA 'GREEN ISLAND' (GREEN ISLAND FICUS)	3 gal.	500	\$	\$	\$	\$	\$	\$
47	POLYPODIUM SCOLOPENDRIA (WART FERN)	1 gal.	25	\$	\$	\$	\$	\$	\$
48	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	3 gal.	75	\$	\$	\$	\$	\$	\$
49	TRIPSACUM FLORIDANA (DWARF FAKAHATCHEE GRASS)	3 gal.	75	\$	\$	\$	\$	\$	\$
50	TULBAGHIA VIOLACEA (SOCIETY GARLIC)	1 GAL.	25	\$	\$	\$	\$	\$	\$
CATEGORY D - TOTAL PRICE (Items 1 - 50)					\$		\$		\$

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 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? _____

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete work awarded to you? If so, where and why? _____

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Address	Phone	Email
Name	Address	Phone	Email
Name	Address	Phone	Email

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date

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

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

Equipment Type	Equipment Type

9. What equipment will you purchase for the proposed work? _____

10. What equipment will you rent for the proposed work? _____
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

12. The address of principal place of business is _____

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. _____

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. _____

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. _____

20. List and disclose any and all business relations with any members of Wellington Council. _____

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 _____
[print name of the public entity]
by _____ for _____
[print name of entity submitting sworn statement] [print individual's name and title]
whose business address is _____ and (if applicable) its Federal Employer Identification
Number (FEIN) is _____ (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.
5. 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 _____ [signature]

COUNTY OF _____ [date]

Subscribed and Sworn to (or affirmed) before me on _____ by _____
[date] [name]

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

[Notary's Signature and Seal]

Print Notary Name and Commission No.

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

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

Chapter 9, LOCAL PREFERENCE

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

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

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

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

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

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

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

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____ He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by
_____. He/She is personally known to me or has presented _____ as
identification. (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

CONFLICT OF INTEREST STATEMENT

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

CHECK ALL THAT APPLY:

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

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

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

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

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

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

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

Name of Bidder

Print name of designated signatory

Signature

Title

On this _____ day of _____, 20____, before me appeared _____ 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.

Signature

Notary Public in and for the State of _____

(Name Printed)

Residing at _____

My commission expires _____

(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.