

## Mandatory Questions

These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Only Yes or No Answers	Upload Atchmts with Additional Information?	Attachment File Name
<b>Proposal Factors</b>				
1	List any criminal violations and/or convictions of the Proposer and/or any of its principals: (N/A is not an acceptable answer).	NO	IF YES	-
2	Completed and uploaded PSL Location Form	YES	IF YES	#3
3	Is the firm incorporated? Yes-No If yes, in what state?	YES	N	-
4	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).	NO	IF YES	-
5	List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest: (N/A is not an acceptable answer).	NO	IF YES	-
6	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?	NO	IF YES	-
7	Completed and submitted all licenses and certifications required to perform this project.	YES	Y	#1
8	Submitted a copy of Insurance Certificate for the type and dollar amount of insurance they <u>currently maintain</u> .	YES	Y	#1
9	Completed and uploaded Cost Proposal Sheet	YES	Y	#2
10	Completed and uploaded Cone of Silence Form	YES	Y	#3
11	Completed and uploaded E-Verify Form	YES	Y	#3
12	Completed and uploaded Drug Free Workplace Form	YES	Y	#3
13	Completed and uploaded Contractor Code of Ethics	YES	Y	#3
14	Completed and uploaded Non-Collusion Affidavit	YES	Y	#3
15	Submitted W-9	YES	Y	#1
16	Uploaded and submitted three (3) projects similar in size and scope to this Bid completed by your firm within the past five (5) years along with a brief description of the project, location of project, client name, client phone number, email, and value of contract.	YES	Y	#3
17	Completed and uploaded Contractor Questionnaire	YES	Y	#1





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/13/2021

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

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

<b>PRODUCER</b> Acentria Insurance - Harbor Insurance Agency 6645 South US Highway 1 Port Saint Lucie FL 34952	<b>CONTACT NAME:</b> Carolyn Lombardi <b>PHONE (A/C, No. Ext):</b> 561-623-6408 <b>FAX (A/C, No):</b> 772-460-2315 <b>E-MAIL ADDRESS:</b> Carolyn.Lombardi@Acentria.com														
<b>INSURED</b> Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Commerce and Industry Insurance Company</td> <td>19410</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER E : AGCS Marine Insurance Company</td> <td>22837</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Commerce and Industry Insurance Company	19410	INSURER B : Greenwich Insurance Company	22322	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Insurance Company of the West	27847	INSURER E : AGCS Marine Insurance Company	22837	INSURER F :	
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**COVERAGES**      **CERTIFICATE NUMBER:** 1136420086      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:	Y	Y	1004672-00 FPL004743660	4/26/2021 7/19/2021	4/26/2022 7/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1004674-00	4/26/2021	4/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-2S246141-21-NF	4/26/2021	4/26/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WFL5060504 00	4/26/2021	4/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Package Policy Contractors Equipment AOP Ded 1000/Theft 2500			MXI930798244194	4/26/2021	4/26/2022	Scheduled Equipment \$2,264,660 Equip Rented \$500,000 Equip Ded \$1,000/\$2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 E Bid #: 20210099 Sod Restoration & Small Quantity Installation Projects  
 Certificate holder is included as Additional Insured with respect to General Liability for work being performed for them by the insured per General Liability Blanket Additional Insured form CG2037 12/19 including Products Completed Ops, but only if required by written contract or written agreement. Blankety Additional Insured is also included under CG2010 12/19, but only if required by written contract or written agreement. Primary and Noncontributory is included under form CG2001 12/19. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability Ext form. Per Project Aggregate Applies regarding the General Liability coverage per General Liability. The Business Auto Policy provides Additional Insured by contract or written agreement on a Primary Noncontributory basis included Waiver of Subrogation. per form XIC 421 10/13. Waiver of Subrogation is included on the Workers Compensation Policy in Favor of Certificate Holder. Executive Officers/Owners are Excluded from Workers Compensation Policy. \*30 Days Notice of Cancellation, Except 10 days notice for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  City of Port St Lucie Procurement Agent II-Procurement Management Dept. 121 SW Port St Lucie Blvd Port St Lucie FL 34984	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Nature's Keeper Inc</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>302 S. Brocksmith Road</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Fort Pierce, FL 34945</b>	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
6	5	-	0	3	1	3	3	9 0

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>12-14-21</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

### Cost Proposal "Mandatory" Worksheet

Contractor must provide their cost information in this spreadsheet. Failure to complete this spreadsheet will result in disqualification from the Solicitation. The Contractor's figure submitted below must include all costs associated with and in support of the Contractor's technical proposal.

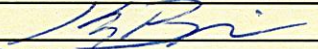
Offeror must submit the "Cost Proposal Mandatory Worksheet" as part of the response. The cost proposal will be evaluated in accordance with the solicitation documentation.

Line No.	Description	Unit	Estimated Annual Quantity	Unit Price	Total Amount
1	Restoration Bahia Sod (including all labor and FOB)	SF	170,000	\$0.64	\$108,800.00
2	Restoration 419 Certified Bermuda Sod (including all labor and FOB)	SF	2,000	\$0.99	\$1,980.00
3	Restoration Floratam Sod (including all labor and FOB)	SF	117,000	\$0.84	\$98,280.00
4	Rolling of sod surfaces	SF	1,000	\$0.10	\$100.00
5	<b>Total Price:</b>				<b>\$209,160.00</b>

**Contractor's Full Legal Name as listed on W-9: Nature's Keeper, Inc.**

**Printed Name and Title of Person Signing: Krysten Bieger - President**

**Authorized Signature:**



**Date:** 12-15-2021

This form must be completed in its entirety by the Contractor and posted as required in the solicitation.

**DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL RESPONSE.**



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## CONTRACTOR'S QUESTIONNAIRE

eBID # 20210099

### Solicitation Name: Sod Restoration & Small Quantity Installation Projects

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Contractors to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Consultant.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

1. **ORGANIZATIONAL PROFILE**- COMPANY NAME: Nature's Keeper, Inc.

PHYSICAL ADDRESS: 302 S. Brocksmith Road, Fort Pierce, FL 34945

MAILING ADDRESS: 302 S. Brocksmith Road, Fort , Pierce, FL

TELEPHONE NUMBER: 772-467-1230

FAX NO. 772-467-8923

CONTACT PERSON Krysten Bieger

E-MAIL : Krysten Bieger

Is the firm incorporated? Yes--No If yes, in what state? Provide a list of officers for this entity.

2. **COMPLETION OF FORM** - An authorized representative of the firm offering this Proposal must complete this form in its entirety. Terms entered herein shall not be subject to withdrawal or escalation by Contractor. The City reserves the right to hold proposals for a period not to exceed one hundred twenty

(120) calendar days after the date of the proposal opening stated in the Invitation to Proposal before awarding the Contract. Contract award constitutes the date that City issues an executed Purchase Order.

3. **CONTRACT** - Contractor agrees to comply with all requirements stated in the specifications for this eBID.

4. **AGREEMENT** - Contractor agrees to comply with all requirements stated in the specifications for this

### **CERTIFICATION:**

This eBID is submitted by: Name (print) Krysten Bieger who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this solicitation



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response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

The Contractor understands that information contained in this Solicitation Reply will be relied upon by City in awarding the proposed Contract and such information is warranted by the proposer to be true. The undersigned Contractor agrees to furnish such additional information, prior to acceptance of any solicitation relating to the qualifications of the proposer, as may be required by the City.

I certify that the information and responses provided on this Solicitation are true, accurate and complete. The City may contact any entity or reference listed in this Proposal. Each entity or reference may make any information concerning the Contractor available to the City.

I agree to abide by all conditions of this eBID:

[Signature] \_\_\_\_\_ President \_\_\_\_\_ Title
Signature Title

If a corporation renders this Proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Proposal shall attach to this form evidence of legal authority.

Witnesses:

If Partnership:

Teresa J. Munson
Print name
Sera J. Munson
Courtney Brown
Print name

\_\_\_\_\_
Print Name of Firm
By: \_\_\_\_\_
(General Partner)

If Individual:

If Corporation:
NATURE'S KEEPER
Print Name of Corporation

\_\_\_\_\_
Signature
Print Name

By: [Signature] KRISTEN BIEGER
(President)
Attest: [Signature] KRISTEN BIEGER
(Secretary)

5. List all subcontractors, and major sod suppliers for the project. Include sub-contractors roles and responsibilities, telephone numbers, and contact information. Include all any business landscaping licenses and/or certifications that allows them to perform the work. Insert additional lines if necessary.

McArthur Farms, 1550 NE 208th Street, Okeechobee, FL 34972 Dan 863-532-2558  
Willaway Cattle Company 6767 NW 288th St. Okeechobee, FL 34972 Glenn: 772-263-6899  
St. Lucie County Business Lic #7299-00980440: Misc/Public Service (Sod Mulch)

6. List three (3) Sod Restoration & Small Quantity Installation Projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, and value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Misc. Canal Work  
Description: Sod stabilization and restoration at misc. canals throughout South Florida  
L65, C24, C40, L62, 93 Ditch, 101 Ditch, 10 Mile Creek, etc...  
Location: South Florida  
Date of Completion: March 2016 to Present  
Prime Contractor or Subcontractor: South Florida Water Management District  
Client Name, Phone Number & Email: Jose Viamontes 863-469-5280 JViamont@sfwmd.Gov  
Value of Total Contract: 1,300,000  
Firm's Percentage of Total Contract: 10  
Number of Change Orders: N/A  
Value of Change Orders: N/A  
Was Project Completed on Schedule: Yes  
Was Project Completed within Budget? Yes

Project Number 2

Project Name: Sod Installation and Restoration  
Description: Misc. Sod Restoration  
Bent Pine, GHO Homes, Bella Vista, Lacaya, Harmony, Etc...  
Location: St. Lucie County , Indian River County  
Date of Completion: February 2019 to Present  
Prime Contractor or Subcontractor: Sheltra Contracting  
Client Name, Phone Number & Email: Ray Sheltra 772-216-5449 Ray@sheltracontracting.com  
Value of Total Contract: 425,000



Firm's Percentage of Total Contract:	10
Number of Change Orders:	N/A
Value of Change Orders:	N/A
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

Project Number 3

Project Name:	Indialantic / C-24 / Mayflower Canal Stabilization / 76th / Edward Road
Description:	Sod Installation
Location:	St. Lucie County / Indian River County / Martin County

Date of Completion:	June 2018 to present
Prime Contractor or Subcontractor:	Johnson & Davis
Client Name, Phone Number & Email:	Tom Linsley 561-779-8844 TLinsley@johnsondavis.com
Value of Total Contract:	76,000
Firm's Percentage of Total Contract:	10
Number of Change Orders:	N/A
Value of Change Orders:	N/A
Was Project Completed on Schedule:	Yes
Was Project Completed within Budget?	Yes

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
 Yes ( ) No ( X )  
 If yes, explain: \_\_\_\_\_
12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership, or individuals with more than ten percent (10%) interest: N/A
13. List any judgements from lawsuits in the last five (5) years: N/A
14. List any criminal violations and/or convictions of the Proposer and/or any of its principals: N/A
15. If local sod farms are unavailable due to emergency or any circumstances please state a backup sod farm (non-local) your company can readily get sod from:  
Bahia; Guettler Sod, Statewide ; Floritam; King Ranch or Gulfkist
16. Provide brief description of delivery plan. -- See attached..

**Questions #16 Provide brief description of delivery plan.**

**Answer:** \_\_\_\_\_

Our Crew starts at 7 AM

Safety Meeting and safety check of truck and equipment

Visit the Port Saint Lucie Sites in an organized fashion

Take before and after pictures of the area to be sodded

Light grade

Install Sod

Cut in with Manchette

Blow off any crumbs left behind

\*\*

Measure area

Recheck area when requested by PSL Rep.

Send Daily reports

Send Monthly Work Order Tracking

Update City of PSL Accounting

Send Pictures when requested




**SUPPLIER LOCATION CERTIFICATION**  
Attachment D - PSL Location Form

The undersigned, as a duly authorized representative of the Supplier listed herein, certifies to the best of their knowledge and belief, that the Supplier's location is correctly reflected based upon the below information. For purposes of this section, "Location" shall mean a business which:

- a) How far is the Supplier's fixed office or distribution point located from City Hall; and
- b) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Complete the following and upload this document and the Google Maps print out to the required sourcing platform:

Business Name: Nature's Keeper, Inc.	
Current Local Address: 302 S. Brocksmith Road, Fort Pierce , FL 34945	Phone: 772-467-1230
Length of time at this address: 2 years	Fax: 772-467-8923
Please provide your prior business address if the above address has been for less than one (1) year, prior to the issuance of this solicitation.	
Length of time at this address:	
Home Office Address:	Phone:
Length of time at this address:	Fax:

(Signed)   
 (Title) President

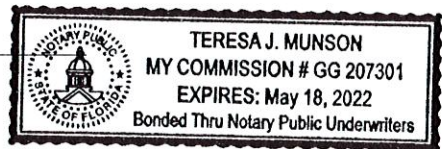
STATE OF FLORIDA }  
 COUNTY OF ST. LUCIE } SS:

The foregoing instrument was acknowledged before me this (Date) 12-14-21

by: Krysten Bieger who is personally known to me or who has produced

Teresa J. Munson as identification and who did (did not) take an oath.

Teresa J. Munson Commission No. GG 207301  
 Notary (print & sign name)



Attachment E - Cone of Silence Form



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**NOTICE TO ALL PROPOSERS:**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through Mr. Jason Bezak, Issuing Officer, for the procurement of these services.


All questions regarding this Solicitation are to be submitted in writing to Jason Bezak, Procurement Agent I with the Procurement Management Department via e-mail [JBezak@cityofpsl.com](mailto:JBezak@cityofpsl.com), or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: Krysten Bieger  
Signed:   
Company and Job Title: Nature's Keeper, Inc.  
Date: 12-14-21



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**eBID #20210099**

## **ATTACHMENT F - CONTRACTOR'S CODE OF ETHICS**


The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Consultant's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and

localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written anti-discrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Nature's Keeper Inc

Signature 

Printed Name and Title Krysten Bieger , President

Date 12-14-21

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



"A City for All Ages"

E-Verify Form  
Attachment G - E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number 386462

Date of Authorization 1-20-2011

Name of Contractor Nature's Keeper, INC

Name of Project Sod Restoration & Small Quantity Installation Project

Solicitation Number (If Applicable) \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on DECEMBER 14, FORT PIERCE (city), FL (state), 2021 in

[Signature]  
Signature of Authorized Officer

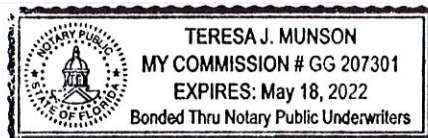
KRISTEN BIEGER PRESIDENT  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 14 DAY OF December, 2021.

NOTARY PUBLIC [Signature]

My Commission Expires: 5-18-22





"A City for All Ages"

**NON-COLLUSION AFFIDAVIT**

**Solicitation # 20210099**

**Sod Restoration & Small Quantity Installation Projects**

State of Florida

County of St. Lucie }

Krysten Bieger, being first duly sworn, disposes and says that:

(Name/s)

1. They are President of Nature's Keeper, Inc the Proposer that

(Title)

(Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

(Title) President





"A City for All Ages"

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE } SS:

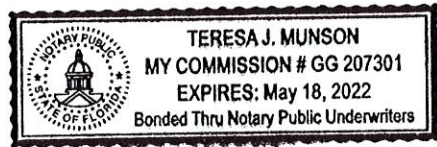
The foregoing instrument was acknowledged before me this (Date) 12-14-21

by: Krysten Bieger who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. GG 207301

Notary Print: Teresa Munson

Notary Signature: Teresa J. Munson



Attachment I - Drug Free Workplace Form  
**DRUG-FREE WORKPLACE FORM**  
**eBID # 20210099**  
**Sod Restoration & Small Quantity Installation Projects**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

Nature's Keeper, Inc.  
(Name of Business)

1. 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. 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. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. 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 proposal, 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 Florida Statutes 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. 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. 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.

  
Bidder's Signature

12-14-21  
Date:

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Nature's Keeper, Inc.

**SURETY:**  
*(Name, legal status and principal place of business)*

**United Fire & Casualty Company**  
PO Box 73909  
Cedar Rapids, IA 52407-3909

302 S Brocksmith Road  
Fort Pierce, FL 34945

**OWNER:**  
*(Name, legal status and address)*  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** (\$1,000.00) One Thousand and 00/100


**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
#20210099-0 Install Sod Restoration & Small Quantity Installation Projects, City of Port St. Lucie, FL

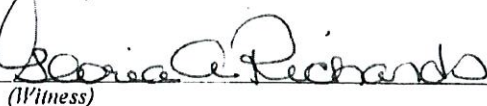
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of December 2021

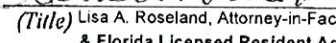
  
*(Witness)*

  
*(Witness)*

Nature's Keeper, Inc.  
*(Principal)* \_\_\_\_\_ *(Seal)*

  
*(Title)* PRESIDENT

United Fire & Casualty Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

  
*(Title)* Lisa A. Roseland, Attorney-in-Fact

& Florida Licensed Resident Agent

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Inquiries: (407) 786-7770



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed

The Authority hereby granted shall expire the 13th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

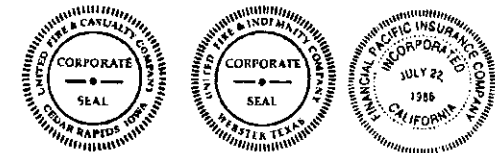
"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of July, 2021

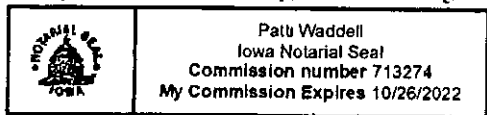
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President



State of Iowa, County of Linn, ss:

On 13th day of July, 2021, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of December, 2021.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC