

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 Attachments ?	Attachment Name
Proposal Factors				
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	Complete and upload PSL Location Form	Yes	IF YES	File #2
3	Is firm a minority business?	YES	IF YES	File #2
4	Is the firm incorporated? Yes--No If yes, in what state?	YES-FLORIDA	N	
5	List any judgements from lawsuits in the last five (5) years: (N/A is not an acceptable answer).	NO	IF YES	
6	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	
7	Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?	NO	IF YES	
8	Proposers are required to submit all licenses and certifications required to perform this project.	YES	Y	File #2
9	Proposers are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.	YES	Y	File #2
10	Complete and upload E-Verify Form	Yes	Y	File #2
11	Complete and upload Drug Free Workplace Form	Yes	Y	File #2
12	Complete and upload Consultant Code of Ethics	YES	Y	File #2
13	Complete and upload Non-Collusion Affidavit	Yes	Y	File #2
14	Complete and upload Truth-In Negotiation Form	No	Y	don't need
15	Complete and upload Cone of Silence Form	YES	Y	File #2
16	Upload E-Bid Bond	YES	Y	File #2
17	Submit W-9	YES	Y	File #2
18	Complete and upload Cost Proposal Sheet	YES	Y	File #3
19	Upload and submit 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	File #2

ATTACHMENT F - PSL LOCATION FORM



SUPPLIER LOCATION CERTIFICATION

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 34953	Phone: 772-467-1230
Length of time at this address: 18 months	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. 3795 Sneed Road, Fort Pierce, FL 34945	
Length of time at this address: 20 years	
Home Office Address: " Same as current"	Phone: 772-467-1230
Length of time at this address:	Fax: 772-467-8923

(Signed)
 (Title) President

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

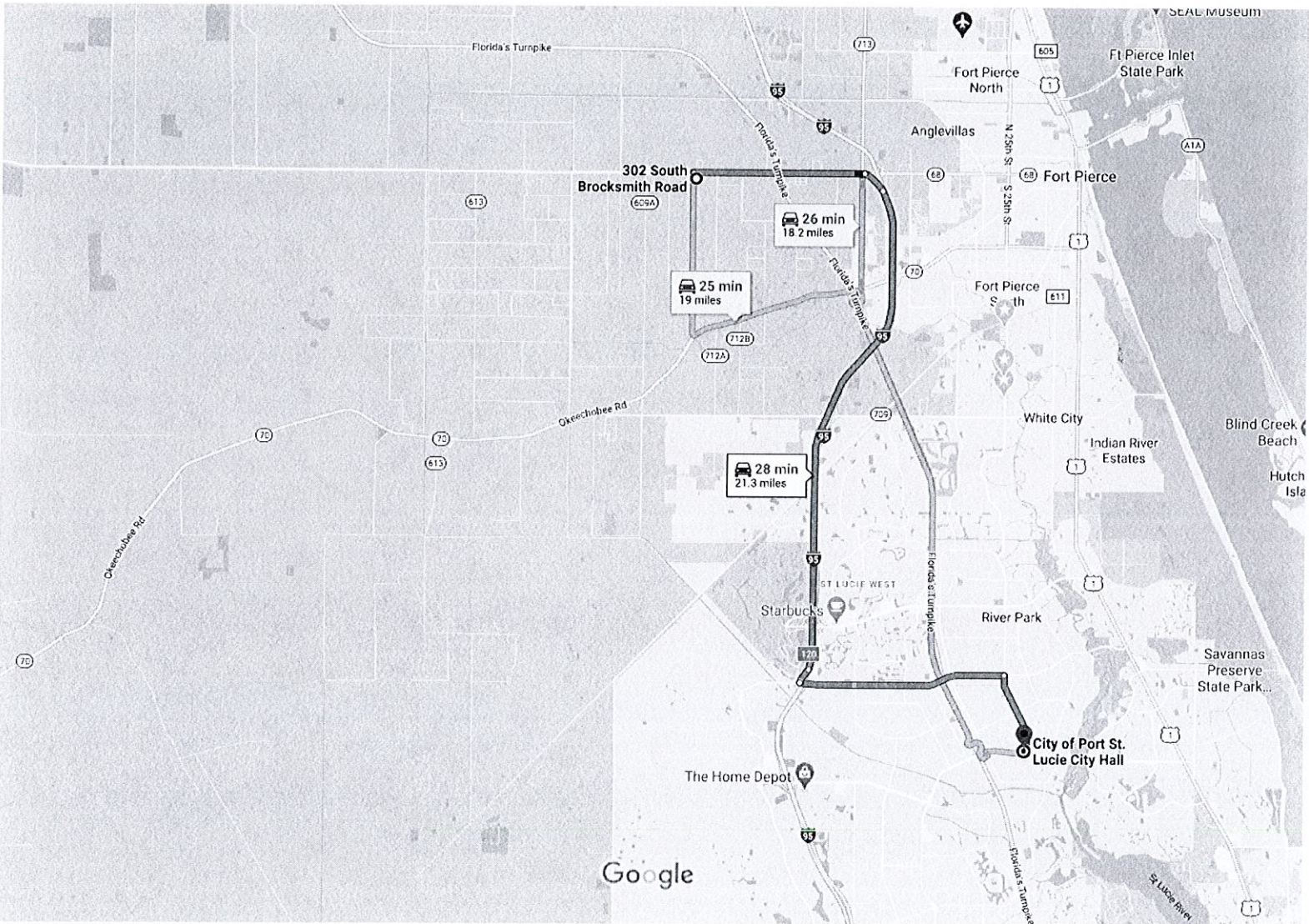
The foregoing instrument was acknowledged before me this (Date) 11-20-20

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

Teresa J. Munson
 Notary (print & sign name)

Commission No. 51822





Map data ©2020 2 mi

302 S Brocksmith Rd

Fort Pierce, FL 34945

Get on I-95 S

7 min (4.2 mi)

- ↑ 1. Head north on S Brocksmith Rd toward Orange Ave
- ↘ 2. Turn right at the 1st cross street onto Orange Ave
- ↘ 3. Use the right lane to take the ramp onto I-95 S

Follow I-95 S to Crosstown Pkwy in Port St. Lucie. Take exit 120 from I-95 S

10 min (10.8 mi)

- 4. Merge onto I-95 S 10.5 mi
- 5. Take exit 120 for Crosstown Pkwy E 0.3 mi

Follow Crosstown Pkwy and SW Airoso Blvd to your destination

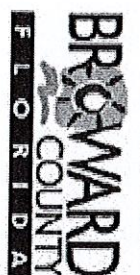
12 min (6.3 mi)

- 6. Use the left 2 lanes to turn left onto Crosstown Pkwy 4.3 mi
 - 7. Turn right onto SW Airoso Blvd 1.7 mi
 - 8. Turn right onto SW Port St Lucie Blvd 0.1 mi
 - 9. Turn right 318 ft
 - 10. Turn right 118 ft
 - 11. Turn left 180 ft
- i** Destination will be on the right

City of Port St. Lucie City Hall

121 SW Port St Lucie Blvd Building A, Port St. Lucie, FL 34984

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

NATURE'S KEEPER INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

238990, 561730

Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation



Delivering Excellence Every Day





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2020

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

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

PRODUCER Acentria Insurance - Harbor Insurance Agency 6645 South US Highway 1 Port Saint Lucie FL 34952	CONTACT NAME: Carolyn Lombardi PHONE (A/C, No, Ext): 561-623-6408 E-MAIL ADDRESS: Carolyn.Lombardi@Acentria.com	FAX (A/C, No): 772-460-2315
	INSURER(S) AFFORDING COVERAGE	
INSURED Nature's Keeper, Inc. 302 S. Brocksmith Road Fort Pierce FL 34945	INSURER A : Southern-Owners Insurance Company NAIC # 10190	
	INSURER B : Southern-Owners Insurance Company 10190	
	INSURER c : Bridgefield Employers Insurance Company 10701	
	INSURER D : Commerce and Industry Insurance Company 19410	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1482420725

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
A D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <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	72465779 FPL004743660	4/26/2020 7/19/2020	4/26/2021 7/19/2021	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 - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4946577900	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		4946577901	4/26/2020	4/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	83052577	4/26/2020	4/26/2021	<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
B	<input type="checkbox"/> Package Policy <input checked="" type="checkbox"/> Contractors Equipment			72465779	4/26/2020	4/26/2021	Scheduled Equipment \$1,820,500.00 Equip Rented \$500,000 Equip Ded \$1,000

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

RE: EBID-20200115-0-2020/JBBB City of Port St Lucie, a municipality of the State of Florida, its officers, employees & agents are included as Additional Insured with respect to General Liability for work being performed for them by the insured per Blanket Additional Insured form 55373 01/07 but only if required by written contract or agreement. Also 55181 12/04 Designated Person or Organization endorsement applies in favor of Certificate Holder. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form 79001 (03/99) II.1.a.4. Per Project Aggregate Applies regarding the General Liability coverage per General Liability form. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability Ext form and the Commercial Automobile Policy. The General Liability coverage is Primary & non-contributory per General Liability per form if required by written contract. Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy *30 Day Notice of Cancellation, Except 10 Days for non-payment

CERTIFICATE HOLDER**CANCELLATION**

City of Port St Lucie
 121 SW Pt St Lucie Blvd
 Port St Lucie FL 34984

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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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 11-20-20

Name of Contractor City of Port Saint Lucie

Name of Project Supply and Install Sod

Solicitation Number (If Applicable) 20200115

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 20, 2020 in Fort Pierce (city), FL (state).


Signature of Authorized Officer

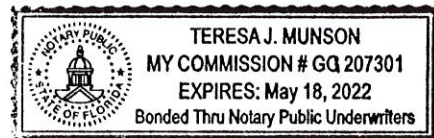
Krysten Bieger, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 20 DAY OF November, 2020.

NOTARY PUBLIC Teresa J. Munson

My Commission Expires: 5-18-22



ATTACHMENT H - DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE FORM
E-Bid # 20200115
Furnish and Install Sod

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

Nature's Keeper, Inc. does:
(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

11/20/20

Date:



"A City for All Ages"

eBID #20200115

ATTACHMENT A - 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 Contractor'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 antidiscrimination 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 11-20-20

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.

ATTACHMENT E



"A City for All Ages"

NON-COLLUSION AFFIDAVIT

**Solicitation 20200115
Furnish and Install Sod**

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) 11-20-20

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. 66267301

Notary Print: Teresa J. Munson

Notary Signature: Teresa J. Munson



ATTACHMENT C - CONE OF SILENCE



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, or by phone 772-344-4068. Please reference the Solicitation number on all correspondence to the City.

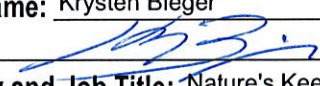
All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

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. - President

Date: 11-20-20

AIA[®] Document A310[™] - 2010

Bid Bond

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

302 S Brocksmith Road
Fort Pierce, FL 34945

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

BOND AMOUNT: (\$500) Five Hundred Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)
Bid No. 20200115, Furnish and Install Sod, Various Locations Throughout Port St. Lucie, Florida

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

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

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.

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.

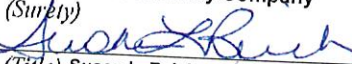
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 24th day of November 2020


(Witness)

Nature's Keeper, Inc. 
(Principal) (Seal)
PRESIDENT
(Title)


(Witness) Brianna Miller

United Fire & Casualty Company
(Surety) 
(Title) Susan L. Reich, Attorney-in-Fact (Seal)

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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, 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 ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, 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 is continuous and shall remain in full force and effect until 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 on May 15, 2013, 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 11th day of October, 2013

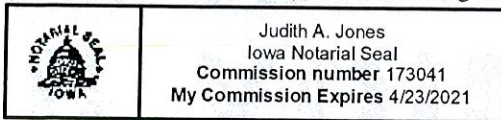


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann 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.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

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 24th day of November, 20 20.



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



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Orlando, FL

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) Nature's Keeper Inc	
	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"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 302 S. Brocksmith Road	Requester's name and address (optional)
City, state, and ZIP code Fort Pierce, FL 34945		
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:

- 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
- 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
- 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.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>11-20-20</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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Mandatory Questions #19Nature's Keeper Inc.

Three Projects similar in size and scope to this Bid completed by your firm within the past five years along with a brief description of the project, location of project , client name, client phone number , email, and value of contract.

Project Name : **Supply and Install Sod Contract # 20160176**
 Project Location: City of Port Saint Lucie, FL
 Description: Furnish and Install Sod through out the City of Port Saint Lucie
 Value: \$133,497.00 2020
 \$267,328.00 2019
 \$226,494.00 2018
 \$328,827.90 2017
\$956,146.90 TOTAL
 Client: **City of Port Saint Lucie, FL**
 John Dunton
 772-344-4035
jdunton@cityofpsl.com

Project Name : **Supply and Install Sod**
 Project Location: St Lucie County Misc. Locations
 Description: Furnish and Install Sod
 Value: \$47,721.00 2020
 \$112,053.00 2019
 \$116,758.00 2018
 \$100,247.00 2017
\$376,779.00 TOTAL
 Client: **St Lucie County**
 Eric Hellfurth - Operations Manager
 772-462-2801
Heilfurthe@stlucieco.org

Project Name : **C-40 Canal**
 Project Location: Glades County
 Description: Furnish and Install Sod
 Value: **\$942,904.00** March 2016- July 2019
 Client: **South Florida Water Management**
 Jose Viamontes
 863-462-5280
Joseviamontes@att.net

Project Name : **Fort Pierce Turnpike**
 Project Location: Fort Pierce, FL
 Description: Furnish and Install Sod
 Value: **\$128,915.00** May 2019- Present
 Client: **Community Asphalts**
 Luis Gonzalez
 305-884-9444
luis.gonzalez@ohlina.com

**ADDENDUM #2 REVISED
ATTACHMENT J - COST PROPOSAL SHEET**

**Cost Proposal "Mandatory" Worksheet
Solicitation No. 20200115
City of Port St. Lucie, Florida**

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

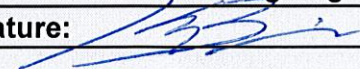
Line No.	Description	Unit	Annual Est. Qty.	Unit Price	Total Price
1	Bahia Sod (Furnish and Install)	SF	700,000	\$ 0.23	\$ 160,300.00
2	Bahia Sod (Furnish only)	SF	15,000	\$ 0.19	\$ 2,850.00
3	Floritam Sod (Furnish and Install)	SF	300,000	\$ 0.41	\$ 123,000.00
4	Floritam Sod (Furnish only)	SF	7,000	\$ 0.35	\$ 2,450.00
7	Certified Bermuda Celebration (Furnish and Install)	SF	60,000	\$ 0.51	\$ 30,600.00
8	Certified Bermuda Celebration (Furnish only)	SF	100,000	\$ 0.79	\$ 79,000.00
BID TOTAL:					\$ 398,200.00
Additional Unit Pricing					
Restoration					
7	Restoration - Bahia Sod (including all labor)	SF	200,000	\$ 0.61	
9	Restoration - Floritam Sod (including all labor)	SF	60,000	\$ 0.89	
10	Restoration - Certified Bermuda Celebration	SF	2,000	\$ 0.99	
Rolling					
11	Rolling - Bahia Sod	SF	500	\$ 0.02	
13	Rolling - Certified Bermuda Celebration	SF	1000	\$ 0.02	
14	Rolling - Floritam Sod	SF	500	\$ 0.02	
Watering					
15	Watering	1000 gallons	1	\$ 91.00	
Hydroseed					
16	Hydro-mulch @ 1000 Lbs./ acre	AC	1	\$ 871.20	
15	Bahia Seed @ 80 Lbs./Acre	AC	1	\$ 855.60	
16	Cover Crop (Winter-Rye)(Summer - Millet) @ 160 Lbs./Ac	AC	50	\$ 555.00	
Bermuda Hydroseed					
17	Hydro Mulch @ 1000 Lbs./Acre	AC	50	\$ 871.20	
18	Hulled Bermuda Seed @ 120 Lbs./Acre	AC	50	\$ 915.60	
Overseeding					
19	Bahia Seed/ Broadcast Seeder @ 40 Lbs./Acre	AC	20	\$ 871.20	
20	Bahia Seed/ Driller Seeder @ 40 Lbs./Acre	AC	20	\$ 871.20	
21	Cover Crop/ Broadcast Seeder @ 80 Lbs./Acre	AC	20	\$ 683.20	
22	Cover Crop/ Driller Seeder @ 80 Lbs./Acre	AC	20	\$ 683.20	

Bidder will / will not accept the Purchasing Card (Visa). Select One.

Percentage discount when payment is made by City's Visa Card Program. 0 % Discount

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

Printed Name and Title of Person Signing: Krysten Bieger

Authorized Signature: 

Date: 11-20-20

**This form must be completed in its entirety by the Offeror and posted as required in the solicitation.
DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL RESPONSE.**