
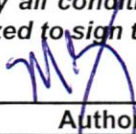


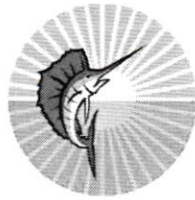


ORIGINAL

| | |
|--|--|
| DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480 | <p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p> |
| Bid Writer: Georgia Montgomery, 772-467-3102 | Bid No: 2023-009 |
| Mandatory Pre-Bid Meeting: N/A | Bid Title: CANAL RIGHT OF WAY MOWING & DEBRIS REMOVAL SERVICES |
| Mandatory Site – Visit Location: N/A | Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950 |
| Bid Due Date & Time: 3:00PM, TUESDAY, FEBRUARY 28, 2022 | If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible. |
| Bidder Name: <u>Heath Beimly Services LLC</u> Mailing Address: <u>10130 Northlake Blvd. Ste.</u> <u>214-284, WPB FL 33412</u> | <i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i> X <u></u> Authorized Signature (Manual) |
| City, State, Zip Code: <u>West Palm Beach, FL 33412</u> | Typed or Printed Name: <u>Matthew Beimly</u> |
| Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> Partnership _____ Proprietorship _____ | Title: <u>Manager</u> |
| Incorporated in the State of: <u>FL</u> Year: <u>2015</u> | Delivery in <u>30</u> days, After Receipt Order |
| Phone Number: <u>561-718-9610</u> | Payment Terms: Net 30 Days |
| Fax Number: <u>N/A</u> | FEIN or SS Number: <u>47-5148743</u> |
| E-Mail Address: <u>MPBeimly@A+.net</u> | Local Business: <u>Y</u> <input checked="" type="checkbox"/> N <input type="checkbox"/> MWBE: <u>Y</u> <input checked="" type="checkbox"/> N <input type="checkbox"/> |
| Bid Security is attached, when required, in the amount of \$ <u>N/A</u> F.O.B. DESTINATION | If returning as a "No Bid" state reason: |

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

| | |
|---|---|
| <p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p> | <p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p> |
| <p>Bid Writer: Georgia Montgomery, 772-467-3102</p> | <p>Bid No: 2023-009</p> |
| <p>Mandatory Pre-Bid Meeting: N/A</p> | <p>Bid Title: CANAL RIGHT OF WAY MOWING & DEBRIS REMOVAL SERVICES</p> |
| <p>Mandatory Site – Visit Location: N/A</p> | <p>Bid Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p> |
| <p>Bid Due Date & Time: 3:00PM, TUESDAY, FEBRUARY 28, 2022</p> | <p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p> |
| <p>Bidder Name: <u>Heath Beimly Services LLC</u></p> <p>Mailing Address: <u>10130 Northlake Blvd</u> <u>Ste 214-284</u></p> | <p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i></p> <p>X <u></u> Authorized Signature (Manual)</p> |
| <p>City, State, Zip Code: <u>West Palm Beach, FL- 33412</u></p> | <p>Typed or Printed Name: <u>Matthew Beimly</u></p> |
| <p>Type of Entity (Select one): Corporation <u> ✓ </u> Partnership <u> </u> Proprietorship <u> </u></p> | <p>Title: <u>Manager</u></p> |
| <p>Incorporated in the State of: <u>FL</u> Year: <u>2015</u></p> | <p>Delivery in <u>30</u> days, After Receipt Order</p> |
| <p>Phone Number: <u>361-718-9610</u></p> | <p>Payment Terms: Net 30 Days</p> |
| <p>Fax Number: <u>N/A</u></p> | <p>FEIN or SS Number: <u>47-5148743</u></p> |
| <p>E-Mail Address: <u>MPBeimly@ATt.net</u></p> | <p>Local Business: <u> Y </u> N MWBE: <u> Y </u> N</p> |
| <p>Bid Security is attached, when required, in the amount of \$ <u>N/A</u> F.O.B. DESTINATION</p> | <p>If returning as a "No Bid" state reason:</p> |
| <p style="text-align: center;">THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p> | |



DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
Heath Beimly Services LLC 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 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 proposed 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 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. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees 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.

MS
Bidder's Signature

2-27-23
Date



REFERENCE CHECK FORM

Bid No: 2023-009 **Title:** CANAL RIGHT - OF - WAY MOWING & DEBRIS
Bidder/Respondent Name: Heath Beimly Services LLC
Reference Company Name: Saint Johns River Water Management District
Telephone Number: 321-978-1917 **Fax Number:** N/A
Contact Name: Harman Bansil **Email:** HBansil@sjrwmd.com

Reference Instructions: Submit a minimum of one (1) Reference. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3102.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor?

Quality of Work:

Dependability:

Integrity of owner and employees:

What areas could he/she improve upon?

Would you contract with this Contractor again? Yes No Maybe

On a scale of 1 to 5, how would you rate his/her work in general? 1 2 3 4 5

Add any information/comments that might help us evaluate their ability to perform for us?

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Heath Beibly Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **LLC**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1030 Northlake Blvd, Ste 214-284

Requester's name and address (optional)

6 City, state, and ZIP code

West Palm Beach, FL 33412

7 List account number(s) here (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|--|---|--|--|--|--|
| | | | | - | | | | |

or

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|
| 4 | 7 | - | 5 | 1 | 4 | 8 | 7 | 4 |

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person  Date **2-27-23**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BID RESPONSE FORM

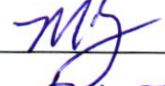


| | | | |
|-------------------|--|----------------------------|------------------------------------|
| Bid Item | CANAL RIGHT-OF-WAY MOWING AND DEBRIS REMOVAL SERVICES | | |
| Bid Number | 2023-009 | Time & Due Date | 3:00PM, Tuesday, February 28, 2023 |

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

| Item No. | Description | Units | Quantity | Unit Price | Amount |
|----------|--|-------|----------|-------------------|----------------------|
| A. | Canal area mowing (slope mowing) and maintenance – six (6) per year. | LS | 1 | \$ <u>5000.00</u> | \$ <u>30,000.00</u> |
| B. | Canal area right-of way mowing (flat mowing) and maintenance -twenty six (26) per year. | LS | 1 | \$ <u>4525.00</u> | \$ <u>117,650.00</u> |
| C. | Moore's liner park (7 th street to 15 th street) mowing and maintenance – twenty-six (26) per year. | LS | 1 | \$ <u>500.00</u> | \$ <u>13,000.00</u> |
| D. | Indian Hills recreation area (phase I and I) mowing, line trimming, edging parking areas-landing beds, and roadways. Twenty-six (26) per year with weeding and line trimming twelve (12) times per year. | LS | 1 | \$ <u>1775.00</u> | \$ <u>46,150.00</u> |
| | | | 1 | \$ <u>1000.00</u> | \$ <u>12,000.00</u> |
| E. | Timber ridge estates, park trail acres, Jayce Park, Indiatlantic, Drive, and Beach Estates retention area mowing flat & slope mowing (flat & slope mowing) and maintenance -twelve (12) per year. | LS | 1 | \$ <u>2000.00</u> | \$ <u>24,000.00</u> |
| F. | Fernandina St. Swale and Right of Way Mowing (Flat and Slope Mowing and Maintenance-twelve (12) per year. | LS | 1 | \$ <u>250.00</u> | \$ <u>3000.00</u> |
| G. | Park Trail Acres Backlot Swales – Maintain three (3) swales nineteen (19) times per year | LS | 1 | \$ <u>300.00</u> | \$ <u>5,700.00</u> |

total \$ 251,500.00

Vendor: Heath Beimly Services LLC
Address: 10130 Northlake Blvd, Ste. 214-284
City, State, Zip Code: West Palm Beach, FL, 33412
Email Address: mPBeimly@Att.net
Typed Name & Title: Matthew Beimly - manager
Signature:  Date: 2-27-23
Telephone No.: 561-718-9610 Fax No.: N/A

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check below for applicable minority indicator:

- | | |
|---|--|
| <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Women Owned |
| <input type="checkbox"/> Black | <input type="checkbox"/> Small Disadvantage Business |
| <input type="checkbox"/> Hispanic | |
| <input type="checkbox"/> Native America | |

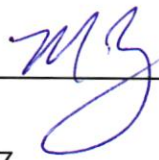
CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

| | YES | NO |
|---|----------|-------|
| Is Invitation to Bid cover page (page 1) completed, signed and attached? | <u>✓</u> | _____ |
| Include proof of proper insurance as stated in bid documents. | <u>✓</u> | _____ |
| Did you include a list of all materials and equipment to be used in providing the service? | <u>✓</u> | _____ |
| Is Drug-Free Workplace form signed and enclosed? | <u>✓</u> | _____ |
| Is Bid Response Form completed, signed and attached? | <u>✓</u> | _____ |
| All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked. | <u>✓</u> | _____ |
| W-9 Form completed, signed and attached? | <u>✓</u> | _____ |
| Are one (1) complete reference form included? | <u>✓</u> | _____ |
| Hard Copy Submissions Only: | | |
| Are two (2) complete bid packages included (one original and one copy) | <u>✓</u> | _____ |
| Is each Bid Addendum (when issued) signed and included? | <u>✓</u> | _____ |
| Bid envelope is marked accordingly. | <u>✓</u> | _____ |

PLEASE SIGN AND RETURN WITH BID _____



February 7, 2023



CITY OF FORT PIERCE

CANAL RIGHT OF WAY MOWING & DEBRIS REMOVAL SERVICES

BID NO. 2023-009

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential Bidders:

QUESTION: Can the City provide a copy of the bid tabulation and bid response sheet from the previously awarded vendor?

ANSWER: Bid No. 2018-007 Bid Tabulation/Response Sheets are attached.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: MS
Signature: Matthew Beimly Manual
Company Name: Heath Beimly Services LLC Typed or Printed
Address: 10130 Northlake Blvd. Ste 214-284
West Palm Beach, FL. 33412
Date: 2-7-23

/gm



**CITY OF FORT PIERCE
TABULATION OF BIDS**

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

| | |
|---------------------------|--|
| BID ON: | CANAL RIGHT-OF-WAY MOWING & DEBRIS REMOVAL SERVICES |
| BID NUMBER: | 2018-007 |
| DATE: | 01/18/18 @ 3:00 PM |
| RECOMMENDED AWARD: | Pending |

| |
|-------------------|
| RESPONSE |
| 3 of 19 = 15.79 % |
| 0 "No Bids" |
| Total = 15.79 % |

| VENDOR | TOTAL |
|---|---------------------|
| Dunn's Tractor Services LLC. Fort Pierce, FL | \$246,700.00 |
| Treasure Coast Lawns Inc. Fort Pierce, FL | \$267,400.00 |
| Integrity Lawns, LLC. Okeechobee, FL | \$312,000.00 |

PLEASE NOTE:

- **COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.**



BID RESPONSE FORM



| | | | |
|-------------------|--|----------------------------|--------------------------------------|
| Bid Item | Canal Right-of-Way Mowing and Debris Removal Services | | |
| Bid Number | 2018-007 | Time & Due Date | 3:00PM, Wednesday, December 20, 2017 |

The offerer agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

| Item No. | Description | Units | Quantity | Unit Price | Amount |
|------------------------|---|-------|----------|-----------------------------|--------------------------------|
| A | CANAL AREA MOWING (SLOPE MOWING) AND MAINTENANCE - SIX (6) PER YEAR. | LS | 1 | \$ <u>8000⁰⁰</u> | \$ <u>48000⁰⁰</u> |
| B | CANAL AREA RIGHT-OF-WAY MOWING (FLAT MOWING) AND MAINTENANCE - TWENTY SIX (26) CUTS PER YEAR. | LS | 1 | \$ <u>2750⁰⁰</u> | \$ <u>71500⁰⁰</u> |
| C | MOORE'S CREEK LINEAR PARK (7TH STREET TO 15TH STREET) MOWING AND MAINTENANCE - TWENTY SIX (26) CUTS PER YEAR WITH WEEKLY MAINTENANCE. | LS | 1 | \$ <u>1200⁰⁰</u> | \$ <u>31200⁰⁰</u> |
| D | INDIAN HILLS RECREATION AREA (PHASE I AND II) MOWING - WEED EATING SERVICES AND EDGING PARKING AREAS - TWENTY SIX (26) CUTS PER YEAR WITH WEEKLY MAINTENANCE. PULLING NONWANTED WEEDS AND WEED EATING GRASS IN PLANTED AREAS - TWELVE (12) CUTS PER YEAR WITH WEEKLY MAINTENANCE. | LS | 1 | \$ <u>3000⁰⁰</u> | \$ <u>78000⁰⁰</u> |
| | | | 1 | \$ <u>1200⁰⁰</u> | \$ <u>14400⁰⁰</u> |
| E | TIMBER RIDGE ESTATES, PARK TRAIL ACRES, JAYCE PARK, INDIAN ATLANTIC DR., AND BEACH ESTATES RETENTION AREA MOWING (FLAT & SLOPE MOWING) AND MAINTENANCE - TWELVE (12) PER YEAR. | LS | 1 | \$ <u>200⁰⁰</u> | \$ <u>2400⁰⁰</u> |
| F | FERNANDINA ST. SWALE AND RIGHT-OF-WAY AREA MOWING (FLAT AND SLOPE MOWING) AND MAINTENANCE - TWELVE (12) PER YEAR. | LS | 1 | \$ <u>100⁰⁰</u> | \$ <u>1200⁰⁰</u> |
| TOTAL FINAL BID | | | | | \$ <u>246,700⁰⁰</u> |

The Bidder hereby acknowledges receipt of the following addenda:

| ADDENDUM NO. | ADDENDUM DATE |
|--------------|-----------------------------|
| #1 | 12/11/17 12/6/17 |
| #2 | 12/11/17 |
| #3 | 12/12/17 |
| #4 | 12/12/17 |
| #5 | 12/27/17 |
| #6 | 1/2/17 |
| #7 | 1/6/17 |

February 13, 2023



CITY FORT PIERCE

CANAL RIGHT OF WAY MOWING & DEBRIS REMOVAL SERVICES

BID NO. 2023-009

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the proposal specifications:

1. **QUESTION:** Would it be possible to obtain a copy of the GIS maps for the are listed in this solicitation or an estimated acreage total for each of the listed areas?

ANSWER:

The approximate areas are listed below.

Canals #2, 3 & 4 – 100 acres
Moore’s Creek Liner Park (7th Street to 15th Street) – 19 acres
Canal #5 – 12.6 acres
Canal #6 – 1.8 acres
Canal # 7A & 7 – 8 acres
Canals # 7C, 7 & 7B – 37.5 acres
Canal # 8 – 2.8 acres
Canal # 9 – 4.5 acres
Canal # 7D – 14 acres
Indian Hills Recreational Area Phase I – 56 acres
Indian Hills Recreational Area Phase II – 14.7 acres
Beach Estates Retention Roadside Swales – 1.9 acres
Beach Estates Retention – 0.7 acres
Indiatlantic Outfall – 0.25 acres
Jayce Park Outfall – 0.5 acres
Timber Ridge Estates Retention – 0.36 acres
Park Trail Acres Retention Swales – 1.58 acres
Park Trail Acres Retention – 1.7 acres

2. **QUESTION:** On the maps some state “26+6xs”, what does 26+6xs mean?

ANSWER:

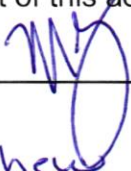
The Statement of Work, Item 6-Standards of Service, subparts A through G list the areas and number of times per year. Canal slope mowing- 6 times, right-of-way mowing- 26 times or both– 26 times and 6 times. The maps are reflective of the above noted Bid section.

3. **QUESTION:** On Moore's Creek there are a few spots with invasive vegetation blocking the canal bank. How would we bill that out? Would we include it on the bid response form with photos?

ANSWER:
The bid item is lump sum.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  Manual

Signature: Matthew Beimly Typed or Printed

Company Name: Heath Beimly Services LLC

Address: 10130 Northlake Blvd, Ste 214-284
West Palm Beach, FL 33412

Date: 2-13-23

/lh

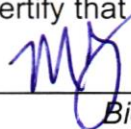


DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
Heath Beimly Services LLC 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 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 proposed 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 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. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees 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
2-27-23
Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Heath Beimly Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ LLC
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10130 Northlake Blvd, Ste 214-284

6 City, state, and ZIP code

West Palm Beach, FL 33412

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | | |
| | | | | | | | | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> </tr> </table> | | 4 | 7 | - | 5 | 1 | 4 | 8 | 7 | 4 | 3 |
| 4 | 7 | - | 5 | 1 | 4 | 8 | 7 | 4 | 3 | | |

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 2-27-23

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BID RESPONSE FORM

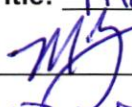


| | | | |
|-------------------|--|----------------------------|------------------------------------|
| Bid Item | CANAL RIGHT-OF-WAY MOWING AND DEBRIS REMOVAL SERVICES | | |
| Bid Number | 2023-009 | Time & Due Date | 3:00PM, Tuesday, February 28, 2023 |

The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

| Item No. | Description | Units | Quantity | Unit Price | Amount |
|----------|--|-------|----------|-------------------|----------------------|
| A. | Canal area mowing (slope mowing) and maintenance – six (6) per year. | LS | 1 | \$ <u>5000.00</u> | \$ <u>30,000.00</u> |
| B. | Canal area right-of way mowing (flat mowing) and maintenance -twenty six (26) per year. | LS | 1 | \$ <u>4525.00</u> | \$ <u>117,650.00</u> |
| C. | Moore's liner park (7 th street to 15 th street) mowing and maintenance – twenty-six (26) per year. | LS | 1 | \$ <u>500.00</u> | \$ <u>13,000.00</u> |
| D. | Indian Hills recreation area (phase I and I) mowing, line trimming, edging parking areas-landing beds, and roadways. Twenty-six (26) per year with weeding and line trimming twelve (12) times per year. | LS | 1 | \$ <u>1775.00</u> | \$ <u>46,150.00</u> |
| | | | 1 | \$ <u>1000.00</u> | \$ <u>12,000.00</u> |
| E. | Timber ridge estates, park trail acres, Jayce Park, Indiatlantic, Drive, and Beach Estates retention area mowing flat & slope mowing (flat & slope mowing) and maintenance -twelve (12) per year. | LS | 1 | \$ <u>2000.00</u> | \$ <u>24,000.00</u> |
| F. | Fernandina St. Swale and Right of Way Mowing (Flat and Slope Mowing and Maintenance-twelve (12) per year. | LS | 1 | \$ <u>250.00</u> | \$ <u>3000.00</u> |
| G. | Park Trail Acres Backlot Swales – Maintain three (3) swales nineteen (19) times per year | LS | 1 | \$ <u>300.00</u> | \$ <u>5,700.00</u> |

total \$ 251,500.00

Vendor: Heath Beimly Services LLC
Address: 10130 Northlake Blvd, Ste 214-284
City, State, Zip Code: West Palm Beach, FL- 33412
Email Address: MPBeimly@Att.net
Typed Name & Title: Matthew Beimly - manager
Signature:  Date: 2-27-23
Telephone No.: 561-718-9610 Fax No.: N/A

(*Please include Remit to address if different than address stated above)

Remit To: _____

Check below for applicable minority indicator:

- | | |
|---|--|
| <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Small Business |
| <input type="checkbox"/> Asian Pacific | <input type="checkbox"/> Women Owned |
| <input type="checkbox"/> Black | <input type="checkbox"/> Small Disadvantage Business |
| <input type="checkbox"/> Hispanic | |
| <input type="checkbox"/> Native America | |

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

| | YES | NO |
|---|----------|-------|
| Is Invitation to Bid cover page (page 1) completed, signed and attached? | <u>✓</u> | _____ |
| Include proof of proper insurance as stated in bid documents. | <u>✓</u> | _____ |
| Did you include a list of all materials and equipment to be used in providing the service? | <u>✓</u> | _____ |
| Is Drug-Free Workplace form signed and enclosed? | <u>✓</u> | _____ |
| Is Bid Response Form completed, signed and attached? | <u>✓</u> | _____ |
| All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked. | <u>✓</u> | _____ |
| W-9 Form completed, signed and attached? | <u>✓</u> | _____ |
| Are one (1) complete reference form included? | <u>✓</u> | _____ |
| Hard Copy Submissions Only: | | |
| Are two (2) complete bid packages included (one original and one copy) | <u>✓</u> | _____ |
| Is each Bid Addendum (when issued) signed and included? | <u>✓</u> | _____ |
| Bid envelope is marked accordingly. | <u>✓</u> | _____ |

PLEASE SIGN AND RETURN WITH BID



② Kubota M7 - 152 Tractor 4X4

Case Maxxum 115 Tractor

Land Pride 5615 Batwing mower.

② Bush hog 3815 Batwing Mower.

John Deer 60" Diesel zero turn mower

John Deer 60" GAS zero turn mower

③ Echo string trimmer; SRM 2620 T

③ Shindaiwa Blower.

② Stihl edgers.

② Stihl Backpack sprayers.



Policyholder Notice

Named Insured and Mailing Address:

Policy Number: CPS4025283

HEATH BEIMLY SERVICES LLC

10130 NORTHLAKE BLVD, # 214-284

WEST PALM BEACH, FL 33412

Florida Surplus Lines Disclosure Notice

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Producing Agent's Name: CHERYL LOJEWSKI

Producing Agent's Address: 13860 WELLINGTON TRACE
38-128
WELLINGTON

FL 33414

Surplus Lines Agent's Information:

Virginia Clancy, Surplus Lines Agent
3060 South Church Street, PO Box 286
Burlington, NC 27216
License#: A206695

FL Stamp (06/09)

AGENT'S COPY



SCOTTSDALE INSURANCE COMPANY[®]
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS4025283 Effective Date 10/01/2022
 12:01 A.M., Standard Time

Named Insured HEATH BEIMLY SERVICES LLC Agent No. 09019

| Item 1. Limits of Insurance | |
|---|---|
| Coverage | Limit of Liability |
| Aggregate Limits of Liability | Products/ Completed Operations Aggregate \$ <u>1,000,000</u> General Aggregate (other than Products/ Completed Operations) \$ <u>2,000,000</u> |
| Coverage A - Bodily Injury and Property Damage Liability | any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability \$ <u>1,000,000</u> |
| Damage to Premises Rented to You Limit | any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability \$ <u>100,000</u> |
| Coverage B - Personal and Advertising Injury Liability | any one person or organization subject to the General Aggregate Limits of Liability \$ <u>1,000,000</u> |
| Coverage C - Medical Payments | any one person subject to the Coverage A occurrence and the General Aggregate Limits \$ <u>5,000</u> |
| Item 2. Description of Business | |
| Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company) | |
| Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE OF LOCATIONS | |
| Item 3. Forms and Endorsements | |
| Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements | |
| Item 4. Premiums | |
| Coverage Part Premium: | \$ 1,453.00 |
| Other Premium: | \$ |
| Total Premium: | \$ 1,453 |

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMERCIAL GENERAL LIABILITY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No. CPS4025283 Effective Date: 10/01/2022
 12:01 A.M., Standard Time

Named Insured HEATH BEIMLY SERVICES LLC Agent No. 09019

| | | | | | |
|---|-----------------|---------------------|--------------------|--|----------|
| Prem. No. 01 | Bldg. No. 01 | Class Code 97050 | Exposure 50,100 | Basis PAYROLL - PER \$1000 OF PAYROLL | |
| Class Description: LAWN CARE SERVICES (PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT) | | | | Premises/ Operations | |
| | | | | Rate | Premium |
| | | | | 24.00 | \$1,203 |
| | | | | Products/ Comp Operations | |
| | | | | Rate | Premium |
| | | | | INCLUDED | INCLUDED |
| Prem. No. 01 | Bldg. No. 01 | Class Code 49950 | Exposure 2 | Basis SEE FORM CG2010 | |
| Class Description: ADDITIONAL INTERESTS | | | | Premises/ Operations | |
| | | | | Rate | Premium |
| | | | | 125.00 | \$250 |
| | | | | Products/ Comp Operations | |
| | | | | Rate | Premium |
| | | | | INCLUDED | INCLUDED |
| Prem. No. | Bldg. No. | Class Code | Exposure | Basis | |
| Class Description: | | | | Premises/ Operations | |
| | | | | Rate | Premium |
| | | | | | |
| | | | | Products/ Comp Operations | |
| | | | | Rate | Premium |
| | | | | | |
| Prem. No. | Bldg. No. | Class Code | Exposure | Basis | |
| Class Description: | | | | Premises/ Operations | |
| | | | | Rate | Premium |
| | | | | | |
| | | | | Products/ Comp Operations | |
| | | | | Rate | Premium |
| | | | | | |

COMMON POLICY DECLARATIONS

Underwritten by: SCOTTSDALE INSURANCE COMPANY
 Home Office:
 One Nationwide Plaza • Columbus, Ohio 43215
 Administrative Office:
 18700 North Hayden Road • Scottsdale, Arizona 85255
 1-800-423-7675 • A Stock Company

Policy Number
CPS4025283

CPS3986968
 Renewal of Number

ITEM 1. NAMED INSURED AND MAILING ADDRESS

HEATH BEIMLY SERVICES LLC

 10130 NORTHLAKE BLVD, #214-284

 WEST PALM BEACH, FL 33412

CONNECT INSURANCE/ BOGANI INSURANCE
 13860 WELLINGTON TRACE
 # 38-128
 WELLINGTON, FL 33414

**If property coverage is afforded
 by this policy, the POLICY IS A
 CO-INSURANCE CONTRACT.**

AGENT NAME AND ADDRESS

TAPCO UNDERWRITERS, INC.
 A DIVISION OF CRC INSURANCE SERVICES, INC.
 PO BOX 286
 BURLINGTON, NC 27216

Agent No. 09019 Program No.: AC

ITEM 2. POLICY PERIOD From: 10/01/2022 To: 10/01/2023 Term: 365 DAYS

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

BUSINESS DESCRIPTION LANDSCAPING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

| Coverage Part(s) | Premium Summary |
|---|-----------------------|
| Commercial General Liability Coverage Part | \$ <u>1,453.00</u> |
| Commercial Property Coverage Part | \$ <u>NOT COVERED</u> |
| Commercial Crime And Fidelity Coverage Part | \$ <u>NOT COVERED</u> |
| Commercial Inland Marine Coverage Part | \$ <u>NOT COVERED</u> |
| Commercial Auto Coverage Part | \$ <u>NOT COVERED</u> |
| Liquor Liability Coverage Part | \$ <u>NOT COVERED</u> |
| Professional Liability Coverage Part | \$ <u>NOT COVERED</u> |

Total Policy Premium: \$ 1,453.00

**SURPLUS LINES INSURERS'
 POLICY RATES AND FORMS ARE
 NOT APPROVED BY ANY FLORIDA
 REGULATORY AGENCY.**

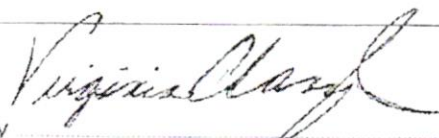
| | |
|-------------------|----------------------|
| POLICY FEE | \$ <u>135.00</u> |
| INSPECTION FEE | \$ <u> </u> |
| STATE TAX | \$ <u>78.45</u> |
| FSLSO SERVICE FEE | \$ <u>.95</u> |
| | \$ <u> </u> |
| FHCF ASSESSMENT | \$ <u> </u> |
| | \$ <u> </u> |

Policy Total: \$ 1,667.40

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

Countersigned: BURLINGTON, NC 10/17/2022 KBA
 (Date)

By 
 (Authorized Representative)

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

HEATH BEIMLY SERVICES LLC

Filing Information

Document Number L15000158214
FEI/EIN Number [47-5148743](#)
Date Filed 09/17/2015
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/09/2016

Principal Address

10130 NORTHLAKE BLVD
Suite 214-284
WEST PALM BEACH, FL 33412

Changed: 03/09/2020

Mailing Address

10130 NORTHLAKE BLVD
Suite 214-284
WEST PALM BEACH, FL 33412

Changed: 03/09/2020

Registered Agent Name & Address

BEIMLY, MATTHEW D.
10130 NORTHLAKE BLVD
SUITE 214-284
WEST PALM BEACH, FL 33412

Name Changed: 03/09/2020

Authorized Person(s) Detail

Name & Address

Title MGR

BEIMLY, MATTHEW D.
10130 NORTHLAKE BLVD
Suite 214-284
WEST PALM BEACH, FL 33412

Annual Reports

| Report Year | Filed Date |
|--------------------|-------------------|
| 2020 | 03/09/2020 |
| 2021 | 05/11/2021 |
| 2022 | 04/30/2022 |

Document Images

| | |
|---|--|
| 04/30/2022 -- ANNUAL REPORT | View image in PDF format |
| 05/11/2021 -- ANNUAL REPORT | View image in PDF format |
| 03/09/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/23/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/26/2018 -- ANNUAL REPORT | View image in PDF format |
| 05/01/2017 -- ANNUAL REPORT | View image in PDF format |
| 10/09/2016 -- REINSTATEMENT | View image in PDF format |
| 09/17/2015 -- Florida Limited Liability | View image in PDF format |

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PDF ATTACHMENTS
CONTRACTOR'S MONTHLY REPORT
CITY MAINTAINED CANALS AND RETENTION AREAS

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] copy) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

3. EXECUTION OF BID

Bid must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations in the space provided on Page 1 of Bidder/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Bids must be typed or legibly printed in ink. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

4. NO BID

If not submitting a bid, respond by returning only the Bidder acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. BID OPENING

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening.

Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the City's web site: <https://www.cityoffortpierce.com> and Demandstar <https://www.demandstar.com>.

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. **MISTAKES**

- a. Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail, and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions 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 that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 12. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum

acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the

“convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the city agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH SAFETY AND HEALTH**

Bidder certifies shall adhere to the Florida Department of Transportation's Uniform Manual on Traffic Control for Construction and Maintenance Work Zone requirements. It will be the sole responsibility of the contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

28. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

29. **REPRESENTATION**

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.

30. **DISQUALIFICATION OF BIDDER**

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders Bids in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the city and /or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the city Code.

Job Completion Notice: the city may at it's discretion, revise the monthly maintenance schedule to add or delete cuts. The Contractor will be responsible for notifying the city's representative (name and phone number will be provided) for final inspection upon completion of any scheduled work for final approval prior to invoicing.

Customer Service: The City of Fort Pierce is strongly committed to offering a high level of customer service to all residents. It is expected that all contractors employed by the City are expected to provide the same high quality courteous service.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City.

As evidence of compliance with the insurance required herein, Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies). and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all coverage.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

WORKERS' COMPENSATION INSURANCE

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | | |
|-----------|-------------|-----------------------|
| Part One: | "Statutory" | |
| Part Two: | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease-Policy Limit |
| | \$1,000,000 | Disease-Each Employee |

The policy must be endorsed to waive the insurer's right to subrogation against City and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with City and its officials,

officers and employees scheduled thereon.

GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements the City of Fort shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owner, Lessers, or Contractors).

The City and the City's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured – Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$2,000,000 | Personal and Advertising Injury |
| \$2,000,000 | Each Occurrence |

AUTOMOBILE LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos of the Contractor. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|---|----------------|
| Each Occurrence - Bodily Injury and Property Damage Combined | \$1,000,000.00 |
|---|----------------|

GENERAL CONDITIONS

The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor. Except where prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers and employees.

All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in

addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

All Insurance policies provided by the Contractor shall be endorsed to provide the City with thirty (30) days written notice of cancellation.

Certificates of Insurance must be completed as follows:

Certificate Holder
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce, FL 34954-1480

Additional Insured for Commercial General Liability
City of Fort Pierce and its members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO BIDDERS

1. **PURPOSE**

The City of Fort Pierce Engineering and Public Works Department are seeking a qualified contractor to mow canal banks, retention area banks and green areas; trim around guard railing, remove litter from the adjoining right of ways. Work shall also include mowing, trimming, removal of exotic vegetation, and litter removal of two park like areas within the city.

2. **BID OPENING DATE**

Bids are due on or before **3:00 PM, Tuesday, February 28, 2023.**

3. **DELIVERY OF BIDS**

Bid response may be submitted in hard copy or electronically. Please see below instructions for submitting your bid response.

HARD COPY SUBMISSIONS

One (1) original and one (1) USB drive copy of sealed proposals. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided. Please (**see attachment**)
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (<http://www.cityoffortpierce.com/187/Purchasing>).

Any bids received after the designated time and date listed above will be returned unopened.

4. **INQUIRIES/QUESTIONS**

4.1 All inquiries will be in a written format and addressed to the Facilities Manager with a copy to the Purchasing Manager:

TO

Venetia Barnes

Stormwater Engineer

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Fax: (772) 460-3783

Email: vbarnes@cityoffortpierce.com

COPY

Georgia Montgomery

Purchasing Agent

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

Fax: (772) 467-3848

Email: purchasing@cityoffortpierce.com

4.2 No inquiries will be received no later than, **5:00 PM, Friday, February 17, 2023.**

5. **SUMBITTAL REQUIREMENTS**

It is not necessary to return every page of this document with your bid response; return only the pages that require signatures or information requested below:

- Completed Invitation to Bid Cover Page
- Drug-Free Workplace
- Completed W-9 Form
- Bidder's Checklist
- Business Tax Receipt, (See item numbered 11 below)
- Proof of Insurance (See item numbered 8 below)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

6. **CONTRACT TERMS**

The terms of this agreement will be for **two years with three one-year renewal options at no increase price, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract.**

7. **CERTIFICATE OF INSURANCE**

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include; general liability, workers compensation, and automobile insurance with Bid submittal. If awarded, insurance must comply with the Required Limits of Insurance and include builder's risk as indicated in Section II of the specifications.

8. EVALUATION CRITERIA

Bids will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding. The City's evaluation will include, but not limited to, consideration of the following:

- o Cost of Services
- o Type of equipment that will be used.
- o Previous Experience
- o References and Personal
- o Previous Experience

9. REFERENCES

Please provide a detailed reference showing your expertise and experience in providing the services requested. Please complete the reference form on page 20.

10. LICENSING

All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

11. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your bid submittal.

12. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Bidders will be required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form.

13. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

SECTION IV

STATEMENT OF WORK

1. GENERAL

The City of Fort Pierce Engineering and Public Works Department are seeking a qualified contractor to mow canal banks, retention area banks and green areas; trim around guard railing, remove litter from the adjoining canal banks and adjoining right of ways. Proposed work shall also include mowing, trimming, removal of exotic vegetation, and litter removal of two park like areas within the City.

2. SERVICE LOCATIONS

The canal, retention area, and green area locations, and adjoining right of ways are outlined on the attached eight maps. All canal are located within Saint Lucie County with the majority being situated within the incorporated limits of the City of Fort Pierce.

3. SCOPE OF SERVICES

- A. The Contractor shall clean the area of debris prior to servicing and shall remove from the site all litter, branches, or any other items collected during that day's service.
- B. The Contractor shall mow all grass to a standard height of approximately four inches. The grass shall be mowed from the high-water line to the top of the slope and extend to the limits of the right of way.
- C. The Contractor shall line trim around all obstructions such as signs, posts, fences, poles, trees, walls, slabs, sidewalks, and guardrails. This will be completed as needed to maintain a neat appearance or before the growth reaches a height of six inches. All sidewalks, streets and paved areas shall be free of grass clippings and debris upon completion of work.
- D. The Contractor shall not utilize any defoliant, herbicides, growth regulators for the purpose of restricting, preventing, or removing growth in any manner without prior written approval from the City.
- E. The Contractor shall notify the City's Supervisor in the event of scheduling delays or changes as well as notification of any comments/ complaints from the public.
- F. The Contractor will report monthly the total amount of debris removed on the attached contractor's monthly report. The report shall be used to track the total cubic yards of debris removed from the site including litter, branches, or any other items collected during that day's service. In addition, the Contractor shall report any sightings of potential illicit discharges to the

City of Fort Pierce Stormwater Engineer at 772-467-3783 or vbarnes@cityoffortpierce.com.

4. CONTRACTORS RESPONSIBILITES

- A. The Contractor shall maintain and provide a communication system such as a two-way radio or cellular phone for contact during regular working hours.
- B. The Contractor shall own or have access to all necessary vehicles, equipment, and labor to perform the duties assigned.
- C. The Contractor shall ensure that all the Contractor's subcontractors perform in accordance with the terms and conditions of the contract. The Contractor shall be fully responsible for all their subcontractors' performances and shall be liable for any nonperformance. The City retains the right to verify Subcontractors qualifications by requesting additional information.

5. HOURS OF SERVICE

- A. Work shall be performed between the hours of 7am to 6pm, Monday through Saturday.
- B. All days observed by the city as holidays including: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, (including the following Friday), Christmas Eve and Christmas Day. The Contractor shall provide the revised schedule that is no more than one week later to make up the missed service.

6. STANDARDS OF SERVICE

- A. Primary Service- Maintain the canal area mowing (slope mowing) and maintenance six (6) times a year. Work must be completed by Canal sections. Maps of the City Maintained Canals are included for reference.
 - 1. January, March, May, July, September and November.
- B. Right of way mowing flat cutting services will be performed twenty -six (26) times a year. Maps of the City Maintained Canals are included for reference.
- C. Moore's Creek Linear Park (7th Street to 15th Street).
Due to the design and high visibility, this area of the Linear Park shall be maintained on a regular basis for a total of twenty-six (26) cuts peryear as outlined above. **The scope of work in this area shall include: litter pick-up, canal bank and flat mowing, line trimming, maintenance of landscaped bed areas, edging of sidewalks and curbs, weed control of all bed areas and rip-rap canal banks, and the weekly emptying of all waste receptacles within the limits of the park.**

- D.** Indian Hills Recreation Area (Phase I and II; canals, retention green areas)
Due to the design and high visibility of this area, the Indian Hills Recreation Shall be maintained on a regular basis for a total of twenty-six (26) cuts per year. A typical cut will include the mowing, line trimming, and edging of parking areas, landscape beds, and roadways within the Indian Hills boundaries. Weeding and line trimming of littoral zones shall be performed. twelve (12) times per year. **The scope of work in this area shall include: pick-up, canal bank and flat mowing, line trimming, maintenance of landscaped bed areas, edging of sidewalks and curbs, weed control of all bed areas and rip-rap canal banks, and the weekly emptying of all waste receptacles within the limits of the park. In addition, the contractor shall remove all floating and debris and/or trash situated along the canal banks, slope and retention areas on a biweekly basis. *Maps of the City Maintained Canals are included for reference.**
- E.** Timber Ridge Estates, Park Trail Acres, Jayce Park, Indiatlantic Dr., and the Beach Estates- Maintain the retention area twelve (12) times a year. Maps of the City Maintained Canals are included for reference.
- F.** Fernandina St. Swale and Right of Way mowing flat and slope cutting services will be performed twelve (12) times a year Maintained Canals are included for reference.
- G.** Park Trail Acres Backlot Swales – Maintain the three (3) swales nineteen. (19) times per year:
- A total of fourteen (14) times a year for the period of April, May, June, July, August, September, and October.
 - A total of five times a year for the period of November, December, January, February and March.
- Maps of the City Maintained Canals are included for reference.
- H.** Deficiencies shall be corrected with 48-hours of a deficiency notice at no additional cost to the City. Failure to correct the deficiency within 48 hours of the notice shall be considered failure to perform. Each area unsatisfactory mowed will be considered a separate deficiency. The City will withhold payment for deficiencies not corrected and shall continue to withhold payment until the deficiency is corrected, without the right to retroactive payments.
- I.** The City Engineer or his designee reserves the right to be the sole judge if the weather is too inclement to mow. When adverse weather interrupts Mowing, the Contractor shall adjust the schedule to return to the normal schedule the following week. In the event of a inclement weather and/or storm, the Contractor shall obtain approval from the City Engineer or his designee. Storm cleanup and mowing must be completed as soon as possible. The City reserves the right to direct schedule changes due to inclement weather.

- J.** The Contractor should anticipate that retention area and swales may be wet at times. However, it is expected that these area are properly maintained including the rain season. Failure to maintain during wet season shall be considered a deficiency.

SECTION V FORMS

**Please complete the following forms and include with your
bid submission**



THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT

Florida

CANAL MOWING AND TRASH REMOVAL SERVICES CONTRACTOR'S MONTHLY REPORT

| DAY | MONTH: | | | YEAR: | | | | |
|-----|----------------|-----------------|-------------|---|--------------------------|---------|---------|---------|
| | DEBRIS REMOVAL | | | DO YOU RECOGNIZE A POTENTIAL ILLICIT DISCHARGE (*)? | | | | |
| | QUANTITY | UNIT OF MEASURE | LOCATION | YES | NO | TIME | ADDRESS | REMARKS |
| 1 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 2 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 3 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 4 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 5 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 6 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 7 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 8 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 9 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 10 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 11 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 12 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 13 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 14 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 15 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 16 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 17 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 18 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 19 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
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| 21 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 22 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
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| 24 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 25 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 26 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 27 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 28 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 29 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 30 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |
| 31 | | CY | Fort Pierce | <input type="checkbox"/> | <input type="checkbox"/> | AM / PM | | |

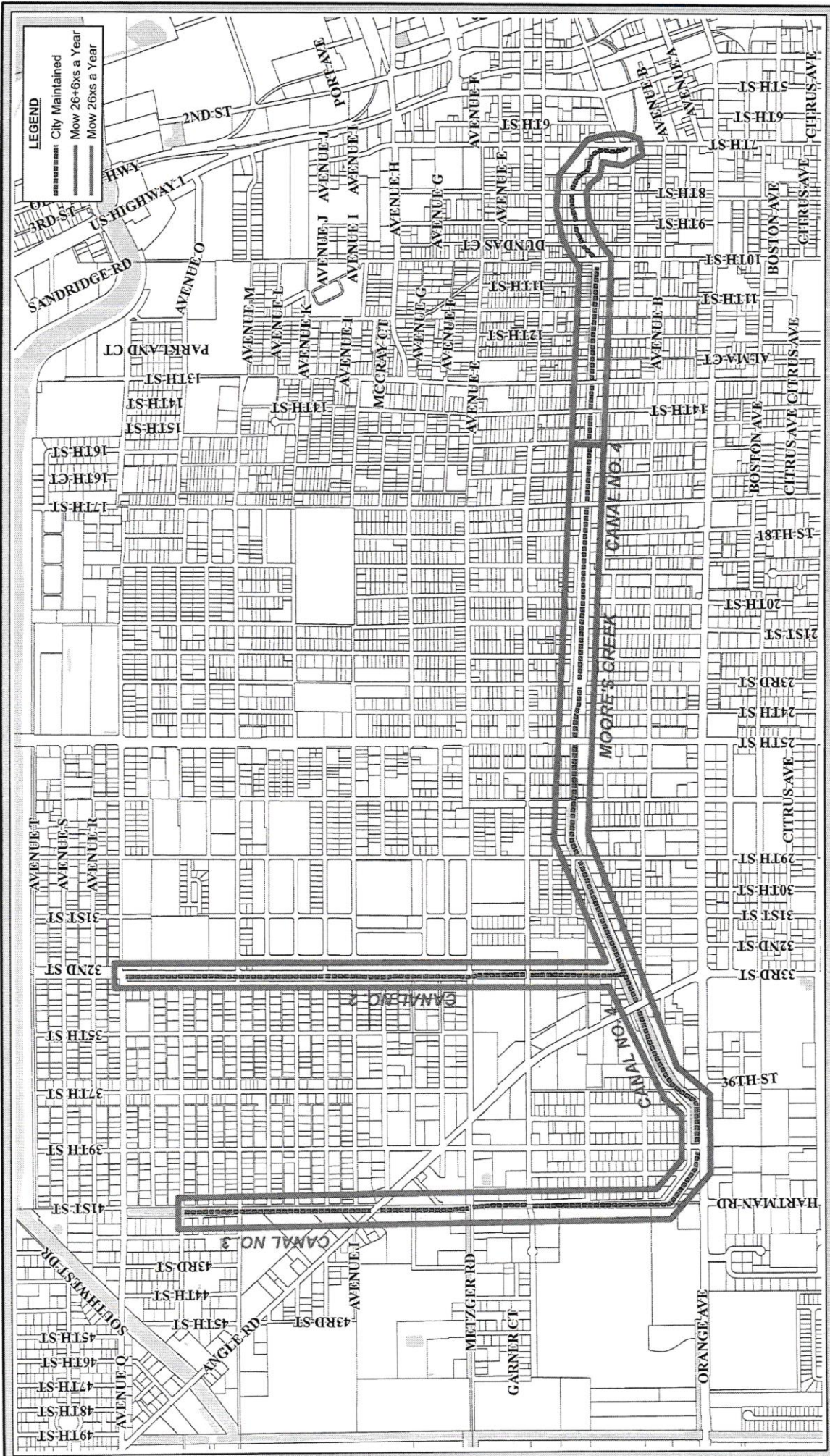
| | |
|----------------------|--------------|
| Supervisor Name | Date |
| Supervisor Signature | Phone Number |

(*) While you're in the field conducting your normal daily routine and recognize a potential illicit discharge, immediately report the situation to your supervisor. Your supervisor will inform the Stormwater Engineer of the City of Fort Pierce (772-467-3783 or dhermoso@city-ftpierce.com). She will notify the Code Enforcement Department of the City of Fort Pierce. Do not try to collect samples. Do not breathe any of the fumes.

Examples of illicit discharge are: sewage, household chemicals, automotive fluids, trash / garbage / litter, chlorinated pool water, sand / sediment (severe erosion)

LEGEND

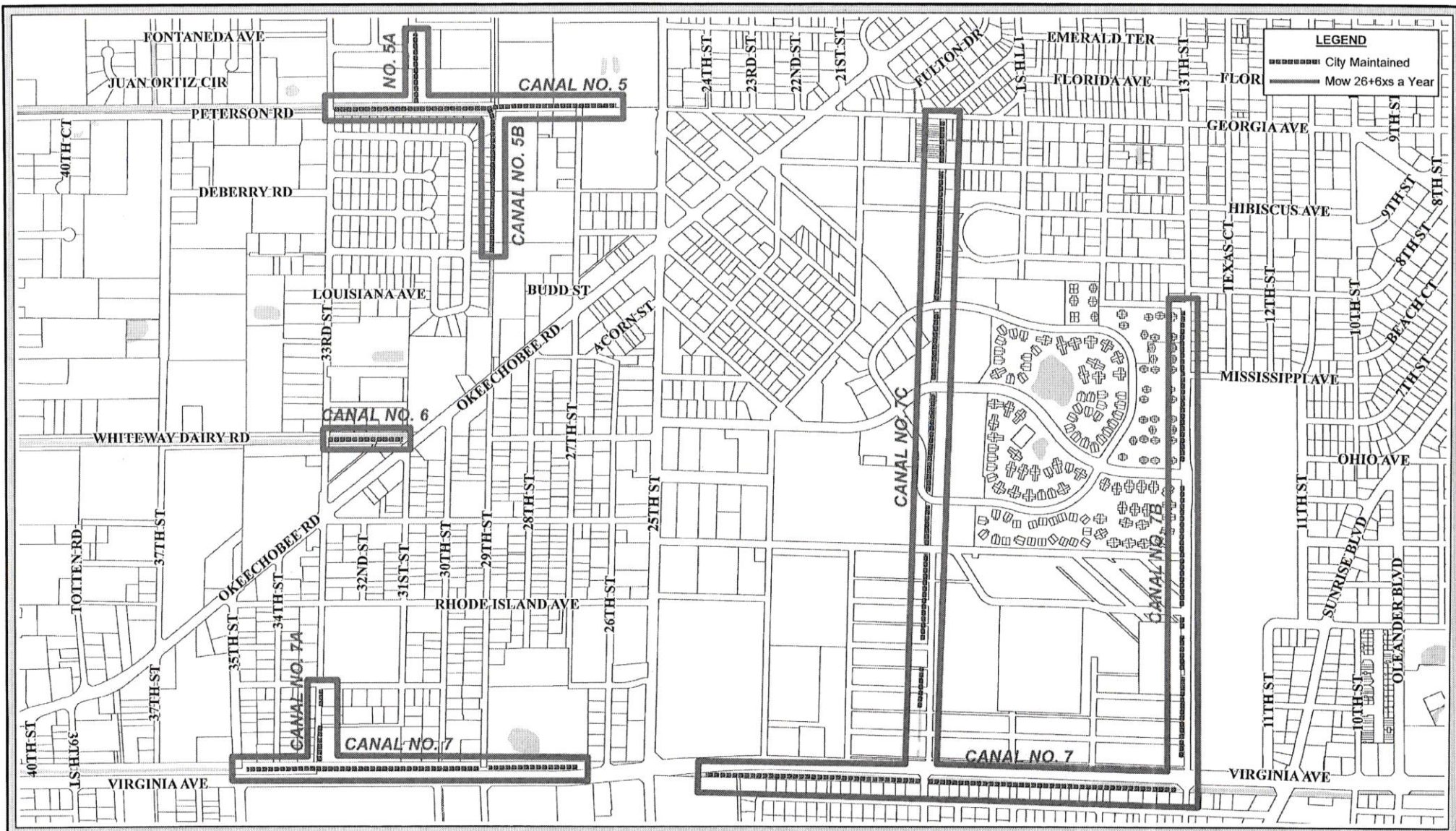
City Maintained
 Mow 26+6xs a Year
 Mow 26xs a Year



CITY MAINTAINED CANALS

This map is a conceptual tool utilized for project development only. Though the information provided by this map is accepted to be accurate for the City's Administrative purposes, it is not to be used for technical purposes. Any information, including Plans in fulfillment of a public records request is provided "AS IS" without warranty of any kind. Any information provided by this map to be used for purposes other than taken Jan. 2016. City of Ft Pierce Engineering Dept.





LEGEND

- City Maintained
- Mow 26+6xs a Year

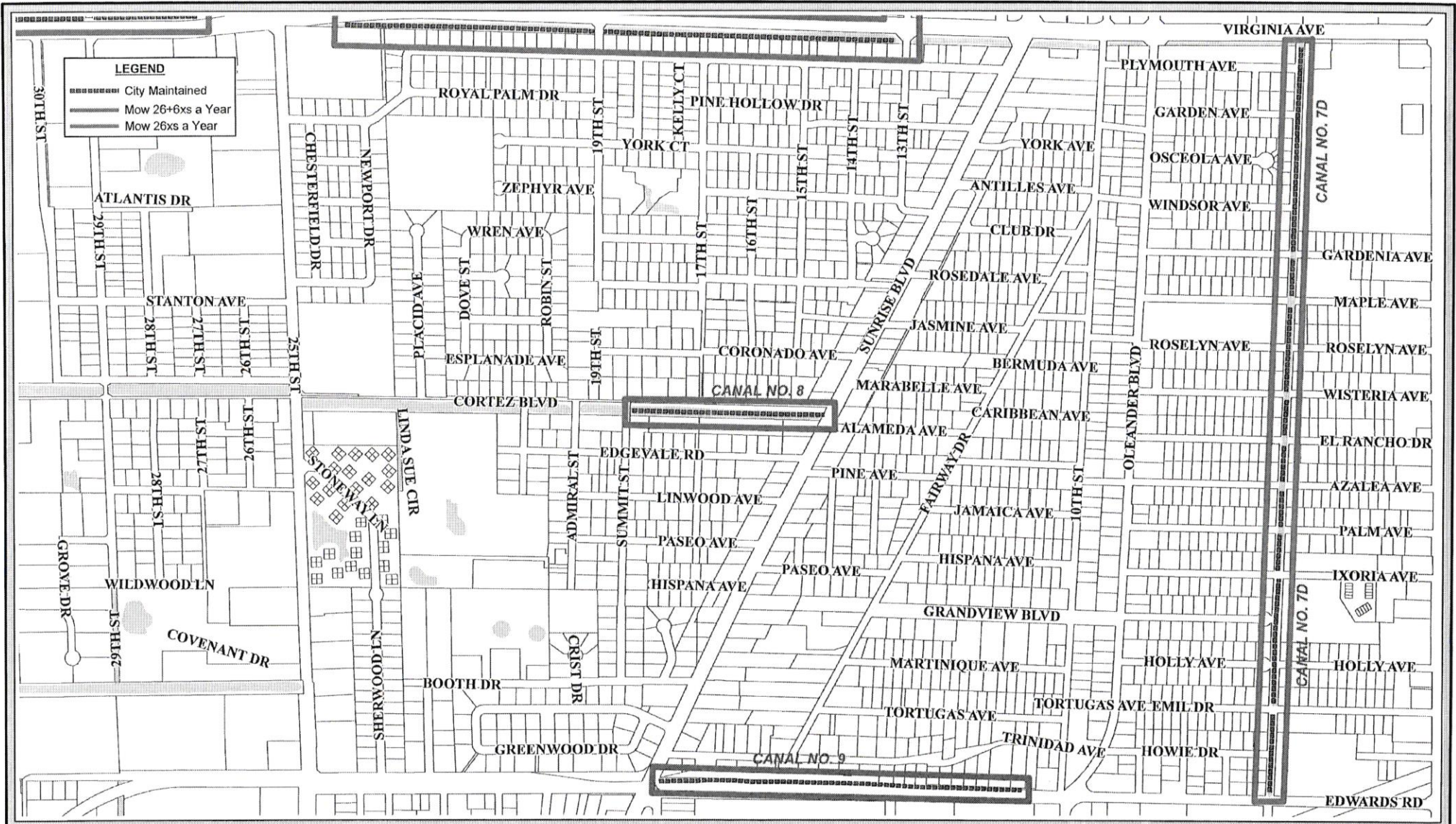


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CITY MAINTAINED CANALS



1" = 700'

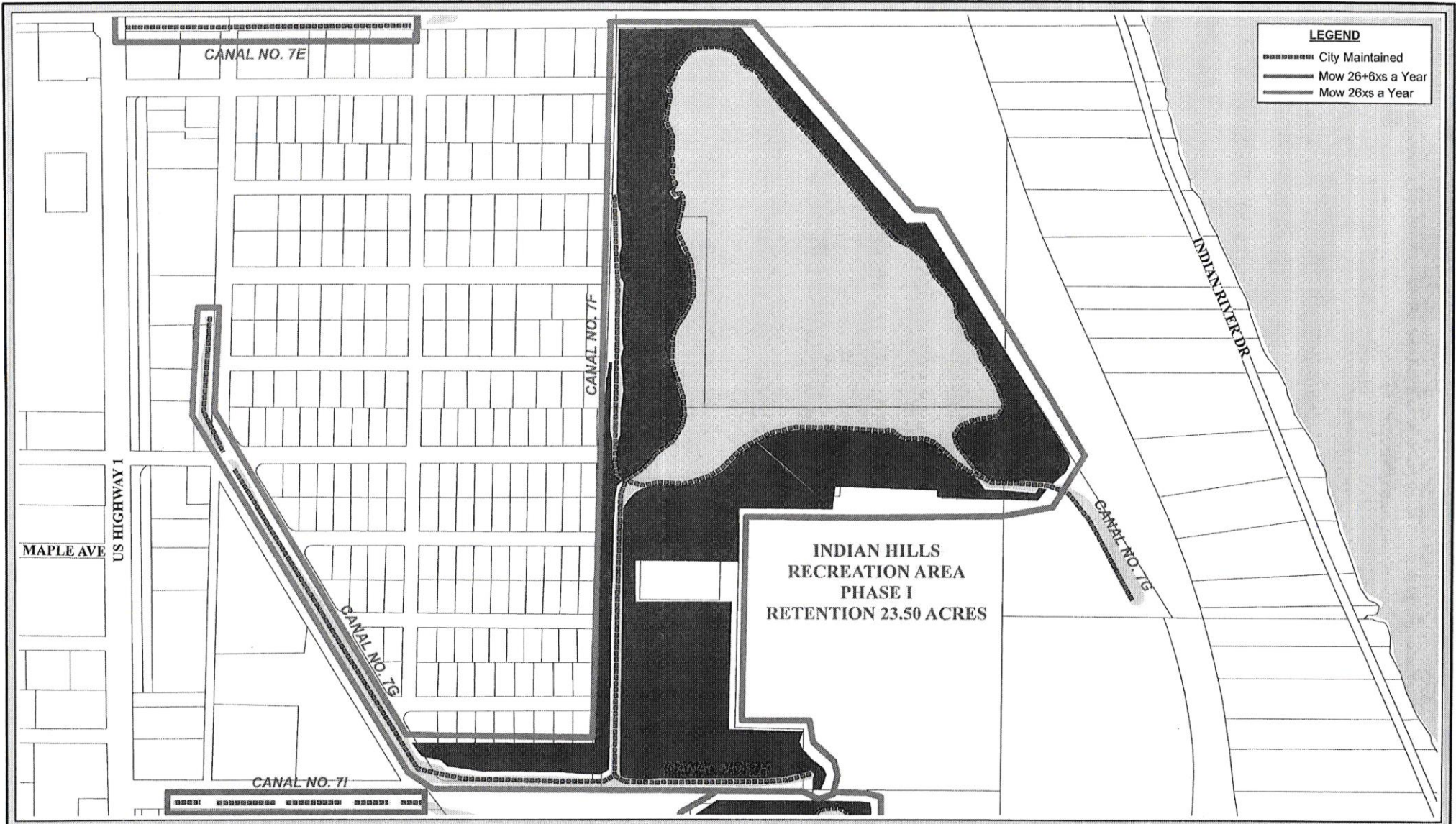


CITY MAINTAINED CANALS



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LEGEND

| | |
|--|-------------------|
| | City Maintained |
| | Mow 26+6xs a Year |
| | Mow 26xs a Year |

INDIAN HILLS
RECREATION AREA
PHASE I
RETENTION 23.50 ACRES



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CITY MAINTAINED CANALS



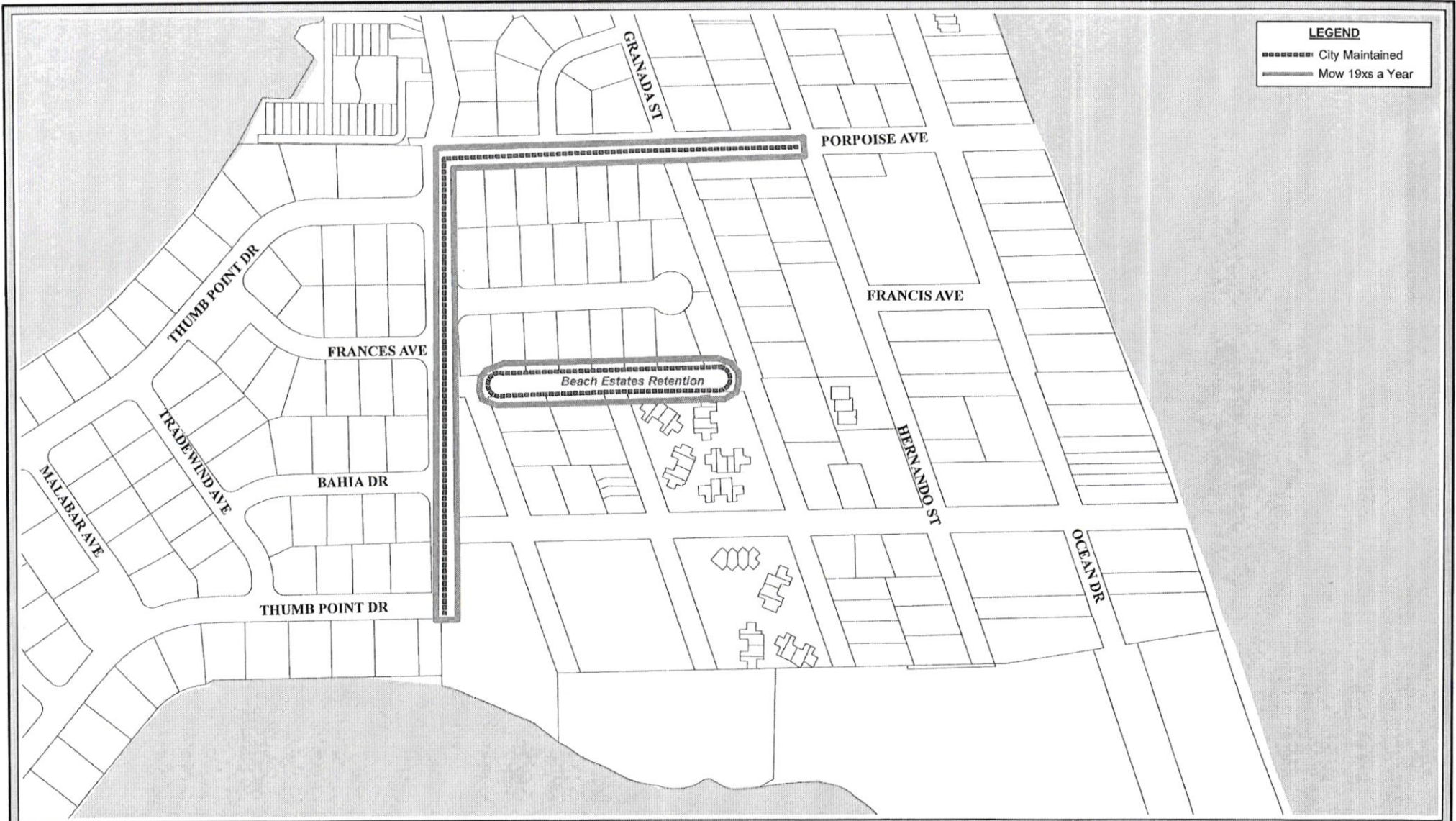
1" = 300' S



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CITY MAINTAINED CANALS





LEGEND

- City Maintained
- Mow 19xs a Year



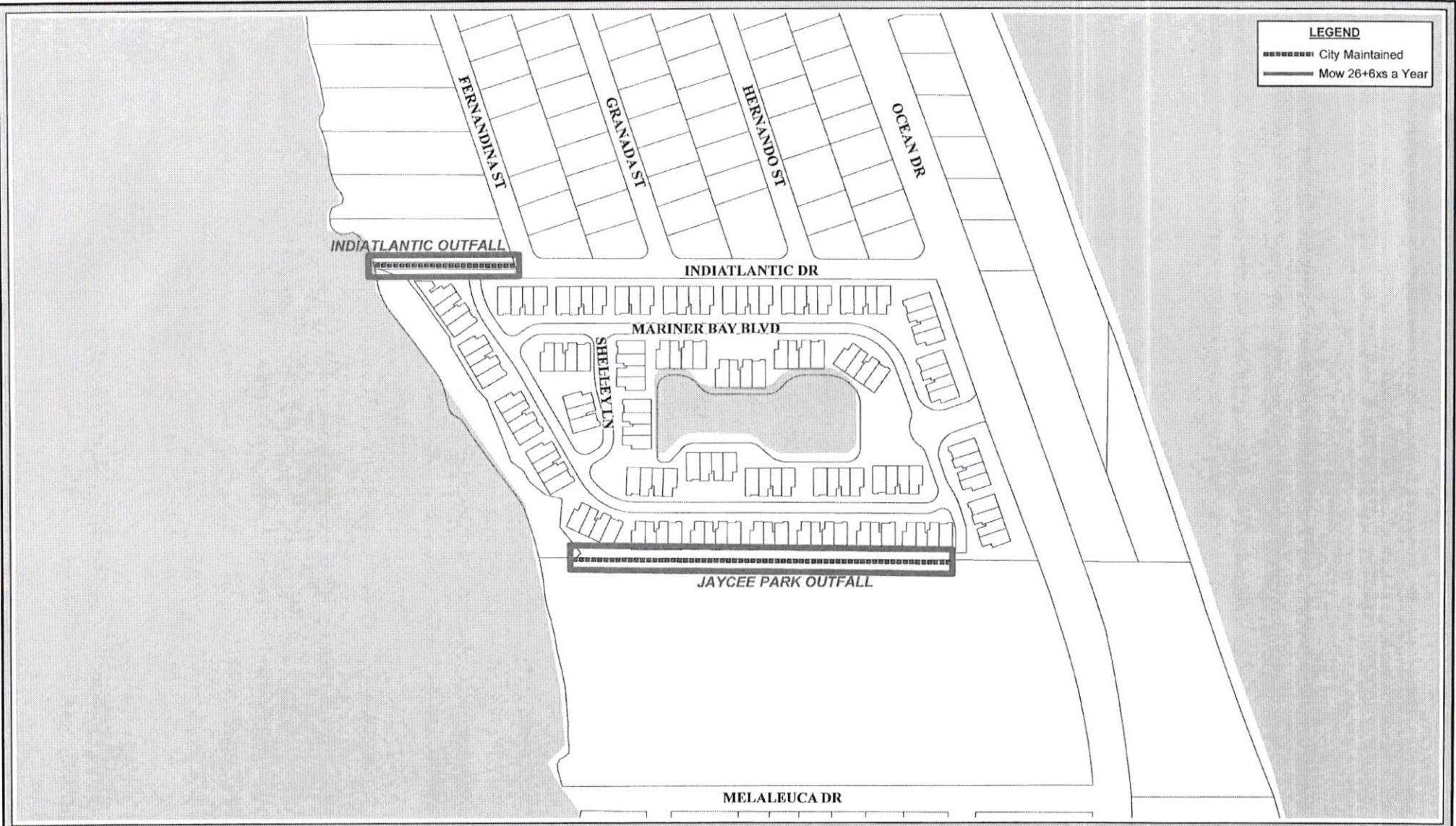
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CITY MAINTAINED CANALS

N
W E
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1" = 200'

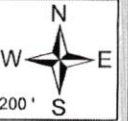
LEGEND

- City Maintained
- Mow 26+6xs a Year

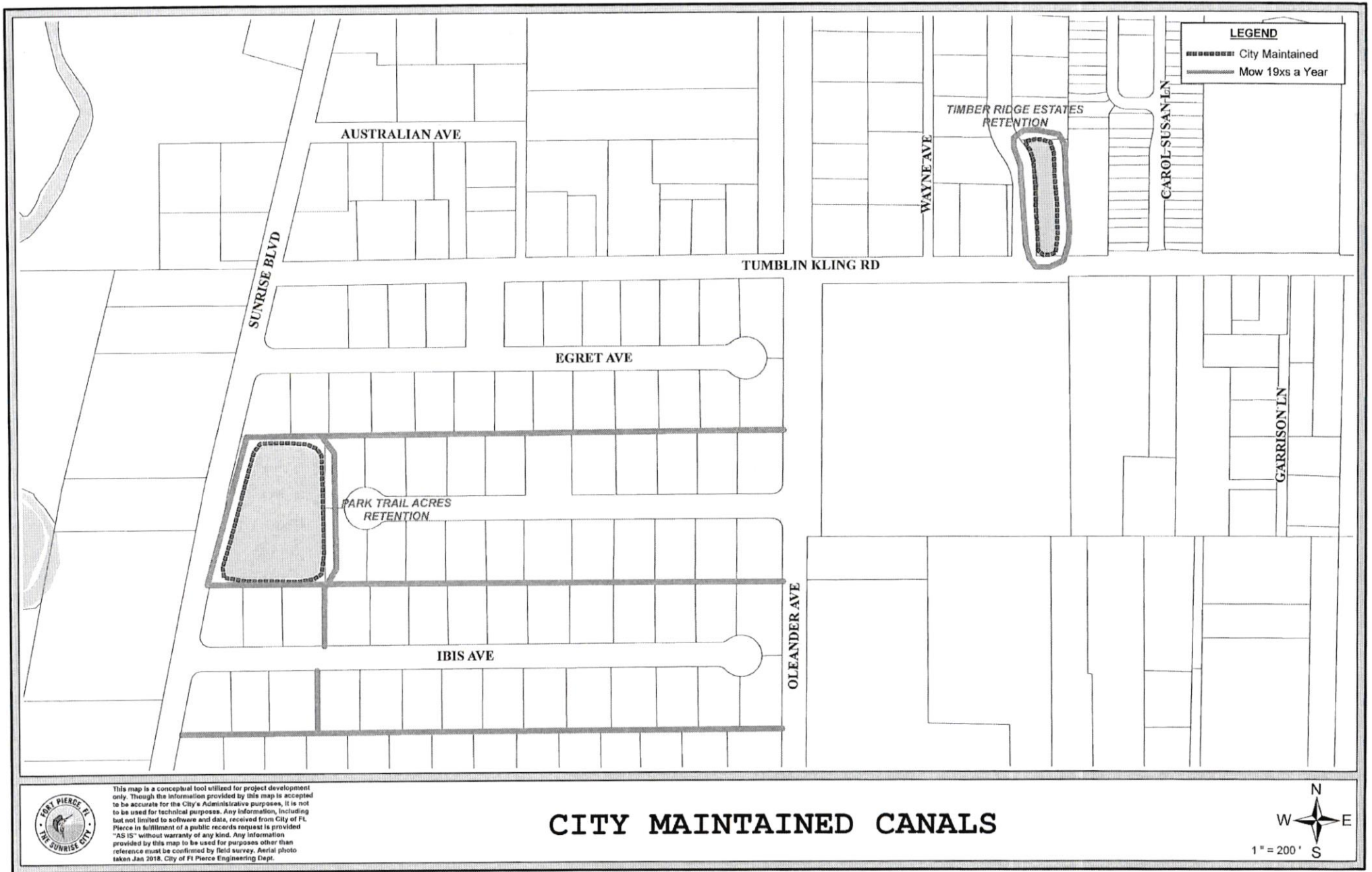


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CITY MAINTAINED CANALS



1" = 200'



LEGEND

-  City Maintained
-  Mow 19xs a Year

CITY MAINTAINED CANALS



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