

EarthBalance

Bid Contact **Claude Allen**
bids@earthbalance.com
Ph 941-426-7878
Fax 941-426-8778

Address **2570 Commerce Parkway**
North Port, FL 34289

Bid Notes **Eradication is a one-time treatment separate from quarterly/bi-annual maintenance. Quarterly pricing for maintenance also assumes biannual monitoring and reporting.**

Item #	Line Item	Notes	Eradication	Required Plantings	Bi-Annual Maintenance Management	Quarterly Maintenance & Management	Attch.	Docs
PSPW-18-10--01-01	Trust-Owned Conservation Areas: Site 2 Chapel Trail Florida Wetlands Bank	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$36,174.00	\$0.00	\$157,493.28	\$157,493.28	Y	Y
PSPW-18-10--01-02	Trust-Owned Conservation Areas: Site 3 Forman Parcel	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$4,994.00	\$0.00	\$22,785.28	\$22,785.28		Y
PSPW-18-10--01-03	Trust-Owned Conservation Areas: Site 4 Sheridan Street Commerce Center Parcel A	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$4,994.00	\$0.00	\$22,785.28	\$22,785.28		Y
PSPW-18-10--01-04	Trust-Owned Conservation Areas: Site 6 Pines Lakes Water Management Assoc. (City Center)	Supplier Product Code:	First Offer - \$4,824.00	\$18,492.00	\$22,445.28	\$22,445.28		Y
Lot Total					\$520,496.24			

Item #	Line Item	Notes	Eradication	Required Plantings	Bi-Annual Maintenance & Management	Quarterly Maintenance & Management	Attch.	Docs
PSPW-18-10--02-01	City-Owned Conservation Areas:: Site 1 Academic Village	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$4,949.00	\$0.00	\$22,695.28	\$22,695.28		Y
PSPW-18-10--02-02	City-Owned Conservation Areas:: Site 2 Alhambra - Pembroke Spring	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$5,824.00	\$0.00	\$24,445.28	\$24,445.28		Y
PSPW-18-10--02-03	City-Owned Conservation Areas:: Site 5 Foxcroft (*see description)	Supplier Product Code: Supplier Notes: No Eradication or Planting	First Offer - \$0.00	\$0.00	\$111,135.00	\$111,135.00		Y
PSPW-18-10--02-04	City-Owned Conservation Areas:: Site 6 FPL Easement	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$4,824.00	\$0.00	\$22,445.28	\$22,445.28		Y
PSPW-18-10--02-05	City-Owned Conservation Areas:: Site 11 Senior Center	Supplier Product Code:	First Offer - \$4,949.00	\$4,623.00	\$22,695.28	\$22,695.28		Y
PSPW-18-10--02-06	City-Owned Conservation Areas:: Site 12 SW Pines Nature Park	Supplier Product Code: Supplier Notes: No planting required	First Offer - \$5,824.00	\$0.00	\$24,445.28	\$24,445.28		Y
Lot Total					\$486,715.80			
Supplier Total						\$1,007,212.04		

EarthBalance**Item: Trust-Owned Conservation Areas:Site 2 Chapel Trail Florida Wetlands Bank****Attachments**

Bid Bond.pdf

EarthBalance Master Certificate 2018-2019.pdf

Executed Attachment B - Vendor Information Form and a W-9.pdf

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Earthbalance Corporation
(Here insert full name and address or legal title of Contractor)

2570 Commerce Parkway, North Port, FL 34289

as Principal, hereinafter called the Principal, and North American Specialty Insurance Company

(Here insert full name and address or legal title of Surety)

5200 Metcalf Avenue, Overland Park, KS 66202-1391

a corporation duly organized under the laws of the State of NEW HAMPSHIRE

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Pembroke Pines

(Here insert full name and address or legal title of Owner)

601 City Center Way, 4th Floor, Pembroke Pines, FL 33025

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

IFB # PSPW-18-10, Citywide Wetlands/Mitigation Maintenance & Management Service, Throughout Pembroke City-City Limits in Florida

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of October 2018


(Witness)

Earthbalance Corporation

(Principal)

(Seal)



(Title)

Assistant Vice President

North American Specialty Insurance Company

(Surety)

(Seal)



(Witness)

Sarah M. Drinnan, Witness



(Title)

Teresa L. Durham, Attorney-in-Fact
and Florida Licensed Resident Agent



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, GLORIA A. RICHARDS, CHERYL FOLEY, LISA ROSELAND, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN and SARAH K. O'LINN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22nd day of February, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 22nd day of February, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of October, 20 18.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/17/2018

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

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

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701		CONTACT NAME: Certificates/Commercial Lines PHONE (A/C, No. Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com FAX (A/C, No): 727-521-2902	
INSURED EarthBalance Corporation 2570 Commerce Parkway North Port FL 34289		INSURER(S) AFFORDING COVERAGE	
EARTCOR-01		INSURER A : National Trust Ins. Co.	
		INSURER B : Homeland Ins Co of New York	
		INSURER C : Amerisure Ins. Co.	
		INSURER D : Monroe Guaranty Ins. Co.	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 317449538**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary Non Cont	Y	Y	GL00107428	8/23/2018	8/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CA10000408904	8/23/2018	8/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB10001683701	8/23/2018	8/23/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC20964660301	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER U.S.L.H. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional / Pollution Liab Retro Date 2/18/1997			7930075900000	2/18/2018	2/18/2019	Each Claim/Aggregate Deductible 2,000,000/2,000,000 15,000

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

Thomas Kocur is an approved driver when operating autos owned by EarthBalance Corporation.

CERTIFICATE HOLDER**CANCELLATION**

EarthBalance Corporation 2570 Commerce Pkwy North Port FL 34289	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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(OFFICE USE ONLY) Vendor number: Please entirely complete this vendor information form along with the IRS Form W-9, and email to accounts payable@ppines.com

City of Pembroke Pines
Finance Department
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)	EarthBalance		
Legal Name (as filed with IRS)	EarthBalance Corporation		
Remit-to Address (For Payments)	2570 Commerce Parkway		
	North Port, FL 34289		
Remit-to Contact Name:	Lisa Stansbury	Title:	Accounts Receivable
Email Address:	lstansbury@earthbalance.com		
Phone #:	(941) 426-7878	Fax #	(941) 426-8778
Order-from Address (For purchase orders)	2570 Commerce Parkway		
	North Port, FL 34289		
Order-from Contact Name:	Becky Adams	Title:	Technical Assistant
Email Address:	badams@earthbalance.com		
Phone #:	(941) 426-7878	Fax #	(941) 426-8778
Return-to Address (For product returns)	N/A		
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number:

59-2612208

☐ Sole Proprietorship/Individual

Social Security No.:

N/A

☐ Partnership☐ Health Care Service Provider☐ LLC - C (C corporation) - S (S corporation) - P (partnership)☐ Other (Specify): Name & Title of Applicant Sarah J. Laroque, President/CEOSignature of Applicant *Sarah J. Laroque*Date 10.4.2018

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.
EarthBalance Corporation

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) ► _____

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.
2570 Commerce Parkway

6 City, state, and ZIP code
North Port, FL 34289

7 List account number(s) here (optional)

Requester's name and address (optional)

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

5	9	-	2	6	1	2	2	0	8
---	---	---	---	---	---	---	---	---	---

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 ►

Sarah J. Sargis

Date ► 10.4.2018

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.

Supplier: EarthBalance

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “IFB # PSPW-18-10” titled “Citywide Wetlands/Mitigation Maintenance & Management Service” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **EarthBalance Corporation**
STREET ADDRESS: **2570 Commerce Parkway**
CITY, STATE & ZIP CODE: **North Port, FL 34289**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Zack Schnoke** TITLE: **Project Manager**
E-MAIL: **zschnoke@earthbalance.com**
TELEPHONE: **(941) 426-7878** FAX: **(941) 426-8778**

AUTHORIZED APPROVER:

NAME: **Cristine Borowski** TITLE: **Assistant Vice President**
E-MAIL: **cborowski@earthbalance.com**
TELEPHONE: **(941) 426-7878** FAX: **(941) 426-8778**
SIGNATURE: **Cristine Borowski**

B) Proposal Checklist

Are all materials, freight, labor and warranties included?

Yes ☒

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Trust-Owned Conservation Areas:	Initial Compliance		Bi-Annual Maintenance & Management	Quarterly Maintenance & Management
	Eradication	Required Plantings		
Site 2 – Chapel Trail Florida Wetlands Bank	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 3 – Forman Parcel	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 4 – Sheridan Street Commerce Center Parcel A	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 6 – Pines Lakes Water Management Assoc. (City Center)	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync

City-Owned Conservation Areas:

Site 1 – Academic Village	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 2 – Alhambra - Pembroke Springs	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 5 – Foxcroft			Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 6 – FPL Easement	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 11 – Senior Center	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync
Site 12 – SW Pines Nature Park	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync	Price to be Submitted Via BidSync

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Cristine Borowski**,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Cristine Borowski**

Title **Assistant Vice President**

Name of Company **EarthBalance Corporation**

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **EarthBalance Corporation** (name of entity submitting sworn statement) whose business address is **2570 Commerce Parkway, North Port, FL 34289** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-2612208**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Cristine Borowski** and my
(Please print name of individual signing)

relationship to the entity named above is **Assistant Vice President**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Cristine Borowski
Bidder's Name/Signature

EarthBalance Corporation
Company

10.4.2018
Date

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **EarthBalance Corporation**

PRINTED NAME / AUTHORIZED SIGNATURE: **Cristine Borowski**

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **EarthBalance Corporation**

PRINTED NAME / AUTHORIZED SIGNATURE: **Cristine Borowski**

3

4

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A

contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **EarthBalance Corporation**

AUTHORIZED OFFICER NAME / SIGNATURE: **Cristine Borowski**

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment H

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Cristine Borowski
Authorized Signature

Cristine Borowski
Authorized Signer Name

EarthBalance Corporation
Company Name

Supplier: EarthBalance



City of Pembroke Pines

Attachment I

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Cristine Borowski, on behalf of **EarthBalance Corporation**,

Print Name and Title

Company Name

certify that **EarthBalance Corporation**:

Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

EarthBalance Corporation
Company Name

Cristine Borowski
Print Name/Signature

Assistant Vice President
Title

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment J

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

**EarthBalance Corporation
2570 Commerce Parkway
North Port, FL 34289**

Contact Person's Name and Title: **Cristine Borowski, Assistant Vice President**

Contact Person's E-mail Address: **cborowski@earthbalance.com**

PROPOSER'S Telephone and Fax Number: **(941) 426-7878, (941) 426-8778**

PROPOSER'S License Number: **H84315**

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **59-2612206**

Number of years your organization has been in business **33 Years**

State the number of years your firm has been in business under your present business name **14 Years**

State the number of years your firm has been in business in the work specific to this solicitation: **33 Years**

Names and titles of all officers, partners or individuals doing business under trade name:

**Don Ross, Chairman
Sarah Laroque, President/CEO
Wade Waltimeyer, Vice President of Finance
Jeff Clark, Vice President of Operations
Cristine Borowski, Assistant Vice President
Chuck Kocur, Senior Advisor**

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

Florida Environmental, Inc.

At what address was that business located?

2579 Toledo Blade Blvd.

North Port, FL 34289

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Florida Surety Bonds, Inc.

620 N. Wymore Road, Suite 200

Maitland, Florida 32751

(407) 786-7770

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

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, an EarthBalance Project Manager has visited the project site and developed a performance plan of approach.

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Yes, EarthBalance will subcontract with Pamela Fetterman, Principal Scientist, at EcoGenesis, LLC (4152 Independence Court, C-7, Sarasota, FL 34234) ((941) 351-0300). She will be providing the monitoring for all sites.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

N/A

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

N/A

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

EarthBalance® has been restoring, creating, and managing ecosystems since it was established in 1985. With offices in North Port, Kissimmee, and Fort Myers, we have extensive knowledge of all the varying habitats that create Florida's ecosystems. EarthBalance® performs exotic/nuisance vegetation control throughout the state of Florida and within all different habitat types including pine flatwoods, cypress wetlands, freshwater marshes, xeric scrub, upland and wetland prairies, salt marshes, and mangrove fringes. While each habitat type is unique and different, many of the same techniques and herbicides are used for the control of exotic/nuisance vegetation. EarthBalance® uses only suitably trained and experienced workers to handle, mix, and apply herbicides. All exotic/nuisance vegetation species, as defined within the Florida Exotic Pest Plant Council's 2017 List of Invasive Species, are targeted using only approved herbicide. In the past year, EarthBalance® has provided invasive control services to Florida Fish and Wildlife Conservation Commission (FWC) in remote parts of the Everglades and Francis S. Taylor Wildlife Management Area, as well as the more urban setting of the North Broward Preparatory School's conservation area. Wetland mitigation monitoring requires expertise in plant identification and an ability to run basic statistical analyses. EarthBalance® biologists are extremely proficient in each of these tasks and work continuously to update their plant identification skills. Our biological staff is familiar with each project's permit requirements and monitoring schedule and is responsible for ensuring each permit is in compliance. Before being sent to the agencies, all monitoring reports are reviewed by senior biologists for content and accuracy. EarthBalance® biologists are also proficient at designing monitoring programs to meet agency requirements. Our extensive experience in monitoring enables us to propose monitoring parameters that are not overly burdensome or unnecessary. Our biologists also work with our ecosystem restoration project managers to provide input for proposed ecosystem restoration projects.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

EarthBalance Corporation
(Company Name)

Cristine Borowski
(Printed Name/Signature)

Supplier: **EarthBalance**



City of Pembroke Pines

Attachment M

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Peace River Manasota Regional Water Supply Authority**

Address: **8998 SW County Road 769**

City/State/Zip: **Arcadia, FL 34269**

Contact Name: **Sam Stone** Title: **Land & Environmental Services Manager**

E-Mail Address: **sstone@regionalwater.org**

Telephone: **(863) 491-7567** Fax: **(863) 494-4783**

Project Information:

Name of Contractor Performing the work: **EarthBalance Corporation**

Name and location of the project: **Griffin Reserve Mitigation Area Ongoing Maintenance and Monitoring located in DeSoto County, FL**

Nature of the firm's responsibility on the project: **EarthBalance® is under contract with the Peace River/Manasota Regional Water Supply Authority to provide ongoing maintenance of exotic/nuisance vegetation within the R.V. Griffin Mitigation Areas. The mitigation areas include 595 acres of uplands and 365 acres of wetland areas located within the R.V. Griffin Mitigation Areas A and B, as well as a 50-acre gopher tortoise preserve. Mechanical reduction is used on shrubby and palmetto prairie habitats, to reduce fuel load for future burning and remove overgrown habitat to make them more suitable for wildlife utilization. Targeted exotic/nuisance species include all Category I and II species currently listed in the Florida Exotic Pest Plant Council's (FLEPPC) "List of Invasive Plant Species". The maintenance program must comply with state and federal permit requirements as well as the Southwest Florida Water Management District Land Management Plan for the R.V. Griffin Reserve. EarthBalance® is also under contract to conduct an annual vegetative monitoring for all perimeter wetlands. Annual vegetative monitoring takes place along previously established wetland transect locations. This task also includes wildlife monitoring within the perimeter wetlands for inclusion into the report. Wildlife monitoring takes place at the same time as the annual wetland monitoring.**

Project duration: **Ongoing since 2004** Completion (Anticipated) Date: **Ongoing**

Size of project: **<1,000 acres** Cost of project: **\$500,000.00+**

Work for which staff was responsible: **EarthBalance was responsible for 100% of the work.**

Contract Type: **Task Order**

The results/deliverables of the project: **Ongoing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Collier County Parks and Recreations**

Address: **15000 Livingston Road**

City/State/Zip: **Naples, FL 34109**

Contact Name: **Nancy Olson** Title: **Region Manager, Beach and Water**

E-Mail Address: **nancyolson@colliergov.net**

Telephone: **(239) 254-4060** Fax: **N/A**

Project Information:

Name of Contractor Performing the work: **EarthBalance Corporation**

Name and location of the project: **Sugden Regional Park 2017/2018 Ongoing Preserve Maintenance**

Nature of the firm's responsibility on the project: **EarthBalance® providee the labor and materials necessary for a one-time nuisance and exotic vegetation treatment sweep on approximately 24 acres of preserve at the Sugden Regional Park located in Collier County, Florida. This task included a treatment sweep for all Category I and II species listed on the 2017 Florida Exotic Pest Plant Council's "List of Invasive Plant Species". All nuisance and exotic species were killed in place with an appropriate dye-laced herbicide approved for use by the State of Florida and Collier County. All visible air potato (Dioscorea bulbifera) bulbils were removed from the site entirely and disposed at an approved facility.**

Project duration: **5 Days** Completion (Anticipated) Date: **1.06.2018**

Size of project: **24 Acres** Cost of project: **\$16,749.00**

Work for which staff was responsible: **EarthBalance was responsible for 100% of the work.**

Contract Type: **Fixed Fee**

The results/deliverables of the project: **Completed on time and within budget**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Collier County Conservation Collier Program**

Address: **3300 Santa Barbara Blvd.**

City/State/Zip: **Naples, FL 34106**

Contact Name: **Christal Segura**Title: **Senior Environmental Specialist**

E-Mail Address: **christalsegura@colliergov.net**

Telephone: **239-252-2495**Fax: **N/A**

Project Information:

Name of Contractor Performing the work: **EarthBalance Corporation**

Name and location of the project: **Pepper Ranch Preserve Phase II**

Nature of the firm's responsibility on the project: **EarthBalance® provided the labor and materials necessary for one ongoing nuisance and exotic plant species maintenance event at the Pepper Ranch Preserve Phase II located in Collier County, Florida. This task included a treatment sweep for all Category 1 and 2 species listed on the 2015 Florida Exotic Pest Plant Council's "List of Invasive Plant Species". The treatment area totaled approximately 480 acres. All target species were killed-in-place with an appropriate dye-laced herbicide approved for use by the State of Florida.**

Project duration: **30 Days**Completion (Anticipated) Date: **4.21.2017**

Size of project: **480 Acres** Cost of project: **\$80,982.00**

Work for which staff was responsible: **EarthBalance was responsible for 100% of the work.**

Contract Type: **Fixed Fee**

The results/deliverables of the project: **Completed on time and within budget**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Naples Botanical Garden**

Address: **4820 Bayshore Drive**

City/State/Zip: **Naples, FL 34112**

Contact Name: **Eric Foht**Title: **Preserve Manager**

E-Mail Address: **EFoht@naplesgarden.org**

Telephone: **239-643-7275**Fax: **239-649-7306**

Project Information:

Name of Contractor Performing the work: **EarthBalance Corporation**

Name and location of the project: **Naples Botanical Garden - 2016 Ongoing Maintenance**

Nature of the firm's responsibility on the project: **EarthBalance® provided the labor and materials necessary for a one-time nuisance and exotic plant species maintenance event on approximately 94 acres of preserves at Naples Botanical Gardens located in Naples, Florida. This task included the treatment of all species listed on the 2015 Florida Exotic Pest Plant Council's "List of Invasive Plant Species", as well as the following nuisance species: southern water-hemp (*Amaranthus australis*), cattails (*Typha* spp.), wax myrtle (*Myrica cerifera*), and saltbush (*Baccharis* spp.). Target species were killed-in-place with an appropriate dye-laced herbicide approved for use by the State of Florida. EarthBalance® also thinned out the wax myrtle and saltbush in certain areas of the open marsh, as directed by Naples Botanical Garden staff.**

Project duration: **7 Days**Completion (Anticipated) Date: **2.27.2017**

Size of project: **94 Acres** Cost of project: **\$17,495.00**

Work for which staff was responsible: **EarthBalance was responsible for 100% of the work.**

Contract Type: **Fixed Fee**

The results/deliverables of the project: **Completed on time and within budget**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **NGALA Wildlife Preserve**

Address: **2755 Inez Road**

City/State/Zip: **Naples, FL 34117**

Contact Name: **Donovan Smith**Title: **President**

E-Mail Address: **donovan@ngala.net**

Telephone: **(239) 353-3572**Fax: **(239) 353-3237**

Project Information:

Name of Contractor Performing the work: **EarthBalance Corporation**

Name and location of the project: **Ngala Wildlife Preserve Maintenance and Monitoring**

Nature of the firm's responsibility on the project: **EarthBalance® supplied the labor and materials necessary for nuisance and exotic vegetation maintenance events on approximately 3.01 acres of preserves at the Ngala Wildlife Park located in Collier County, Florida. This task included the treatment of all species listed in Florida Exotic Pest Plant Council's 2017 "List of Invasive Plant Species". All target species were killed in place with an appropriate dye-laced herbicide approved for use by the Florida Department of Environmental Protection and Collier County.**

EarthBalance® is also contracted to provide monitoring services at the Ngala Wildlife Preserve. All monitoring is being conducted according to the specifications outlined in a South Florida Water Management District (SFWMD) permit. One time-zero monitoring event has been conducted along with an annual monitoring report, 4 more annual monitoring reports remain, unless early sign-off is granted from both agencies and monitoring requirements are terminated. A monitoring summary report will be provided to SFWMD within 30 days of each monitoring event.

Project duration: **5 Years**Completion (Anticipated) Date: **8.30.2022**

Size of project: **3.01 Acres** Cost of project: **\$10,944.00**

Work for which staff was responsible: **EarthBalance was responsible for 100% of the work.**

Contract Type: **Fixed Fee**

The results/deliverables of the project: **Maintenance completed on time and in budget, Monitoring events are ongoing**