



# City of Tampa

Jane Castor, Mayor

**Purchasing Department**  
Deanna Faggart, CPPO, NIGP-CPP, Director  
2555 E. Hanna Ave.  
Tampa, Florida 33610  
Office (813) 274-8351  
Fax: (813) 274-8355

## MEMORANDUM

DATE: December 17, 2025  
TO: Lisa Grizzle  
Parks & Recreation Administrative Manager  
FROM: Michele Neff, Purchasing Technician  
RE: **REQUEST FOR RENEWAL/RE-BID**

The award for **Citywide Tree Services** provided by **Advanced Arborist, LLC** will expire on **JUNE 15, 2026**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **3.0%** escalation using the Consumer Price Index.

We are requesting information from you as to your needs relative to renewing the award for the above referenced goods. Please indicate your preference with an **(X)**, for one of the options listed below.

1. You want to renew with the current vendor(s). ***Please attach to the Request for Renewal/Re-bid form an explanation as to why it is in the best interest of the Department to Re-new rather than Re-bid. Include a statement that the current pricing has been reviewed and remains fair and reasonable. The information that you provide will appear in the background section of the agenda request form that will appear before City Council. Please submit the DMI-30 payment form (if applicable) to this renewal. The DMI-30 form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the evaluation period.***

- a.  Please complete the attached **Vendor Performance Evaluation** form.
- b.  Please complete the attached **DMI-30 Sub-Contractor Payment** form (if applicable for this renewal).

	ESTIMATED EXPENDITURE	FUND	COST CENTER	ACCOUNT
FY <u>2026</u>	<b>\$145,000</b>	<b>0110</b>	<b>226800</b>	<b>534000</b>
FY <u>2027</u>	<b>\$355,000</b>	<b>0110</b>	<b>226800</b>	<b>534000</b>

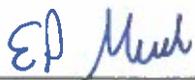
(If funds are to be split between two fiscal years, please indicate the years and amounts)

2. You do not want to renew with this vendor and would like to Re-bid. **Please provide an explanation:**

\_\_\_\_\_

3. You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **December 26, 2025** in order that we may process your request in a timely manner.

Dept. Contact Name (Printed): Eric P Muecke Signature:  Date: 12/23/2025

***Please fax to 813-274-8355 or email to [michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)***

**VENDOR PERFORMANCE EVALUATION**

Name of Vendor Reviewed: **Advanced Arborist, LLC**

Contract Name & Number: **Citywide Tree Services**

Rating Period **From: June 17, 2025** **To: Present**

*Place an X for your selection*

Excellent	Satisfactory	Unsatisfactory
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**Delivery/Service completed when required:** Delivered/Service as ordered and to spec?

	<b>X</b>	
--	----------	--

Timeliness of Product/Service

	<b>X</b>	
--	----------	--

Quality of Product/Service

	<b>X</b>	
--	----------	--

Delivery of Products/ Complete/ Undamaged?

	<b>X</b>	
--	----------	--

**Please Describe Quality of Product or Service:**

**Advanced Arborist LLC provides fast, courteous, and economical service to the City of Tampa.**

**They are readily available for emergencies. Current pricing has been reviewed and is reasonable.**

Communication (Phone, E-Mail, or Fax availability)?

	<b>X</b>	
--	----------	--

Responsiveness and proper follow up regarding any contractual or performance issues?

	<b>X</b>	
--	----------	--

**Customer Satisfaction**

Product or Services fulfilled/completed

	<b>X</b>	
--	----------	--

Have you discussed issues with vendor?  Yes  No

Would you like to request a meeting with Purchasing & Vendor?  Yes  No

**Performance during rating period:**

**Advanced Arborist LLC performs to contract specs and is quick to respond to storm damage.**

**They work all hours available to them including when night and weekend work is required.**

**Customer Service Comments:**

**Advanced Arborist LLC gets along well with the residents, the department, and contract monitor. They are easy to contact and responsive.**

Dept. Contact Name (Printed): Eric P Muecke

Signature: 



# City of Tampa

*Jane Castor, Mayor*

## Purchasing Department

DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director

2555 E Hanna Avenue

Tampa, Florida 33610

Office (813) 274-8351

Fax: (813) 274-8355

December 26, 2025

Alisha Kidder  
Advanced Arborist, LLC  
10316 Goldenbrook Way  
Tampa, FL 33647  
[Advancedarborist22@gmail.com](mailto:Advancedarborist22@gmail.com)

Dear Alisha Kidder:

Your firm has an award with the City of Tampa to provide **Citywide Tree Services**.

This existing award expires on **June 15, 2026**. Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional **one-year term**.

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form DMI10 – "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited"
- Form DMI20 – "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized"
- Form DMI30 – "Sub-Contractors/Consultant/Suppliers Payments"
- Affidavit of Compliance:
  - FS287.138 Compliance with Foreign Countries of Concern
  - FS287.133 Convicted Vendor List (Public Entity Crimes)
  - FS287.135 Prohibition Against Contracting with Scrutinized Companies
  - FS787.06 Prohibition Against Human Trafficking
  - FS448.095 Compliance With E-Verify

If your firm desires to renew the award, please complete and return the above listed documents. The MBD forms should document any subcontractors that are going to be used to provide goods/services for the award's renewal period and/or if any request for payments has been submitted. If payments were not requested or subcontractors were not used, please mark each form accordingly. **All documents must be submitted for the award/contract to be renewed.**

If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Michele Neff, Purchasing Technician  
813-274-8636  
[michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)

**STATEMENT OF INTENT**

I, Advanced Arborist LLC,  
being authorized to contract for City of Tampa, do hereby  
express the firm's desire to renew the above referenced agreement upon the same prices, same terms and  
conditions. I understand that an extension of the agreement requires the City's approval. This statement  
represents the above firm's binding approval of an extension of this agreement.

By: Alisha Kidder  
Authorized Signature

01.06.26  
Date

Alisha Kidder  
Type or Print Name Above

Title: Owner

Comments:

\_\_\_\_\_  
\_\_\_\_\_

( ) We do not wish to renew this award. The source for non-renewal is:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name Above

Title: \_\_\_\_\_





Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) Solicited Form  
(DMI 10 Form)

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included in this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba), if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the city, resulting in your business not using subcontractors and will self-perform all work. If, during the performance of the contract, you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the box if, after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **"S" = SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises; **"O" = non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka "National Institute of Governmental Purchasing," are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522





Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) to be Utilized Form  
(DMI 20 Form)

**This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking the box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the city but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the box if, after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of DMI-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for the information of all subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **"S" = SLBE,** enter "S" for firms Certified by the City as Small Local Business Enterprises; **"O" = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials (NIGP code if known).** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/DMI> "Information Resources".
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide the total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522.



**Page 1 of 2 –DMI Payment**  
**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**  
**(DMI 30 FORM)**

Partial  Final  
 Contract No.: WO, (if any): \_\_\_\_\_ Contract Name: Citywide Tree Services  
 Contractor Name: \_\_\_\_\_ Address: 11112 E US Hwy 92 Seffner Fl 33584  
 Federal ID: 88-1170961 Phone: 8134065413 Fax: \_\_\_\_\_ Email: Carlie@advancedarboristllc.com  
 GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_  
 Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

Type of Ownership - S = SLBE, O = Other

Type	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
<input type="checkbox"/> Sub <input type="checkbox"/> Supplier				
Federal ID				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: *Alisha Kidder* Name/Title: Alisha Kidder Owner Date: 01.06.2026  
 DMI 30 form (rev. 08/2025)

**Note: Detailed Instructions for completing this form are on the next page**

*Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.*



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

**(Modifying or omitting information from this form may result in non-compliance.)**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

**ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, PROHIBITION OF CONTRACTING WITH VENDORS ON THE FORCED LABOR VENDOR LIST PURUSANT TO SECTION 287.1346, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

**Public Entity Crimes**

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

**E-Verify**

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

#### **Anti-Human Trafficking and Forced Labor**

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.
12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. The City may not enter into any contract with Entity if Entity is placed on the forced labor vendor list and may terminate any contract if Entity is placed on the forced labor vendor list pursuant to Section 287.1346, Florida Statutes.

#### **Compliance with Foreign Countries of Concern**

13. Officer, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: *Advanced Arborist LLC*

Officer's Printed Name: *Alisha Kidder*

Officer's Title: *Owner*

Signature: *Alisha Kidder*

Date: *01 06. 2026*



# City of Tampa

Jane Castor, Mayor

**Purchasing Department**  
**Deanna Faggart, CPPO, NIGP-CPP, Director**  
2555 E. Hanna Ave.  
Tampa, Florida 33610  
Office (813) 274-8351  
Fax: (813) 274-8355

## MEMORANDUM

DATE: December 17, 2025  
TO: Lisa Grizzle  
Parks & Recreation Administrative Manager  
FROM: Michele Neff, Purchasing Technician  
RE: **REQUEST FOR RENEWAL/RE-BID**

The award for **Citywide Tree Services** provided by **Mid Florida Tree Service, Inc.** will expire on **JUNE 15, 2026**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **3.0%** escalation using the Consumer Price Index.

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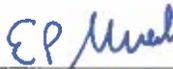
(If funds are to be split between two fiscal years, please indicate the years and amounts)

2. You do not want to renew with this vendor and would like to Re-bid. **Please provide an explanation:**

\_\_\_\_\_

3. You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **December 26, 2025** in order that we may process your request in a timely manner.

Dept. Contact Name (Printed): Eric P Muecke Signature:  Date: 12/23/2025

***Please fax to 813-274-8355 or email to [michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)***

**VENDOR PERFORMANCE EVALUATION**

<b>Name of Vendor Reviewed:</b>	Mid Florida Tree Service, Inc.	
<b>Contract Name &amp; Number:</b>	Citywide Tree Services	
<b>Rating Period</b>	From: June 17, 2025	To: Present

*Place an X for your selection*

	Excellent	Satisfactory	Unsatisfactory
Delivered/Service as ordered and to spec?		X	
Timeliness of Product/Service		X	
Quality of Product/Service		X	
Delivery of Products/ Complete/ Undamaged?		X	

**Delivery/Service completed when required:**

**Please Describe Quality of Product or Service:**

**Mid Florida provides fast and courteous service to the department and residents of Tampa. They are quick to respond and always available to meet on site.**

**Current pricing is fair and reasonable.**

**Customer Satisfaction**

Communication (Phone, E-Mail, or Fax availability)?

	X	
Responsiveness and proper follow up regarding any contractual or performance issues?	X	
Product or Services fulfilled/completed	X	

Have you discussed issues with vendor?  Yes  No

Would you like to request a meeting with Purchasing & Vendor?  Yes  No

**Performance during rating period:**

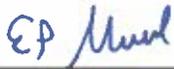
**Mid Florida has been easy to contact and always responds rapidly. Projects are completed on time.**

**Mid Florida has the potential to send out multiple crews to knock out projects quickly.**

**Customer Service Comments:**

**Mid Florida gets along well with the residents, the department, the department and the contract monitor.**

Dept. Contact Name (Printed): Eric P Muecke

Signature: 



# City of Tampa

*Jane Castor, Mayor*

**Purchasing Department**  
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director

2555 E Hanna Avenue  
Tampa, Florida 33610

Office (813) 274-8351  
Fax: (813) 274-8355

December 26, 2025

Timothy Jones  
Mid Florida Tree Service, Inc  
11704 Jackson Rd.  
Thonotosassa, FL 33592  
[treeinfo@midfloridatreeservice.com](mailto:treeinfo@midfloridatreeservice.com)

Dear Timothy Jones

Your firm has an award with the City of Tampa to provide **Citywide Tree Services**.

This existing award expires on **June 15, 2026**. Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional **one-year term**.

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form DMI10 – "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited"
- Form DMI20 – "Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized"
- Form DMI30 – "Sub-Contractors/Consultant/Suppliers Payments"
- Affidavit of Compliance:
  - FS287.138 Compliance with Foreign Countries of Concern
  - FS287.133 Convicted Vendor List (Public Entity Crimes)
  - FS287.135 Prohibition Against Contracting with Scrutinized Companies
  - FS787.06 Prohibition Against Human Trafficking
  - FS448.095 Compliance With E-Verify

If your firm desires to renew the award, please complete and return the above listed documents. The MBD forms should document any subcontractors that are going to be used to provide goods/services for the award's renewal period and/or if any request for payments has been submitted. If payments were not requested or subcontractors were not used, please mark each form accordingly. **All documents must be submitted for the award/contract to be renewed.**

If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Michele Neff, Purchasing Technician  
813-274-8636  
[michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)

STATEMENT OF INTENT

I, Timothy Jones,  
being authorized to contract for Mid-Florida Tree Service, Inc., do hereby  
express the firm's desire to renew the above referenced agreement upon the same prices, same terms and  
conditions. I understand that an extension of the agreement requires the City's approval. This statement  
represents the above firm's binding approval of an extension of this agreement.

By: Timothy Jones  
Authorized Signature

1-5-26  
Date

Timothy Jones  
Type or Print Name Above

Title: President

Comments:

\_\_\_\_\_  
\_\_\_\_\_

( ) We do not wish to renew this award. The source for non-renewal is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name Above

Title: \_\_\_\_\_





Page 2 of 2 – DMI Solicited/Utilized

Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) Solicited Form  
(DMI 10 Form)

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included in this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba), if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the city, resulting in your business not using subcontractors and will self-perform all work. If, during the performance of the contract, you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the box if, after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **"S" = SLBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises; **"O" = non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka "National Institute of Governmental Purchasing," are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **Quote or Resp. (response) Rec'd (received) Y/N.** Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522



Page 1 of 2 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

Contract No.: 22-P-00392 Contract Name: Citywide Tree Services

Company Name: Mid Florida Tree Service, Inc. Address: 1704 Jackson Rd, Thonotosassa, FL 33592  
Federal ID: 59-3446502 Phone: 813-986-2258 Fax: 813-986-0530 Email: treeinfo@midflorida.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4. treeinfo@midflorida.com

See attached list of additional Firms Utilized and all supplemental information (List must comply with this form)

**Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises: "O" for Other Non-Certified

S = SLBE O = Neither	Company Name Address	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID	Phone, Fax, Email			

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_

Total SLBE Utilization \$ \_\_\_\_\_

Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_ %

It is hereby certified that the following information is a true and accurate account of utilization for subcontracting opportunities on this Contract.

Signed: Timothy Jones Name/Title: Timothy Jones, President Date: 1-6-26

**Failure to Complete, Sign and Submit Forms 10 & 20 MAY render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal**

Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) to be Utilized Form  
(DMI 20 Form)

*This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.*

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking the box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the city but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the box if, after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of DMI-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for the information of all subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **"S" = SLBE,** enter "S" for firms Certified by the City as Small Local Business Enterprises; **"O" = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials (NIGP code if known).** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/DMI> "Information Resources".
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide the total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program, Office of Equal Business Opportunity at (813) 274-5522



**Page 1 of 2 –DMI Payment**  
**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**  
**(DMI 30 FORM)**

Partial  Final

Contract No.: WO, (if any): \_\_\_\_\_ Contract Name: Citywide Tree Services  
 Contractor Name: Mid-Florida Tree Service, Inc. Address: 11704 Jackson Rd, Thonotosassa, FL 33592  
 Federal ID: 59-3446502 Phone: 813-986-2258 Fax: 813-986-1530 Email: treeinfo@midflorida-tree.com  
 GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: Service, Lorn  
 Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

Type of Ownership - S = SLBE, O = Other

Type	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity			Amount Pending Previously Reported	Sub Pay Period Ending Date
[ ] Sub [ ] Supplier	Federal ID			
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: Timothy Jones Name/Title: Timothy Jones/President Date: 1-6-26  
 DMI 30 form (rev. 08/2025)

**Note: Detailed Instructions for completing this form are on the next page**

Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.

**Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)**

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

**(Modifying or omitting information from this form may result in non-compliance.)**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

**ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, PROHIBITION OF CONTRACTING WITH VENDORS ON THE FORCED LABOR VENDOR LIST PURSUANT TO SECTION 287.1346, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

**Public Entity Crimes**

1. Officer understands that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the "discriminatory vendor list" or "antitrust vendor list" are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the "Scrutinized Companies or Other Entities that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

**E-Verify**

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida's E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

#### **Anti-Human Trafficking and Forced Labor**

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.
12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. The City may not enter into any contract with Entity if Entity is placed on the forced labor vendor list and may terminate any contract if Entity is placed on the forced labor vendor list pursuant to Section 287.1346, Florida Statutes.

#### **Compliance with Foreign Countries of Concern**

13. Officer, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: *Mid-Florida Tree Service, Inc.*

Officer's Printed Name: *Timothy Jones*

Officer's Title: *President*

Signature: *Timothy Jones*

Date: *1-6-26*



# City of Tampa

Jane Castor, Mayor

Purchasing Department  
Deanna Faggart, CPPO, NIGP-CPP, Director  
2555 E. Hanna Ave.  
Tampa, Florida 33610  
Office (813) 274-8351  
Fax: (813) 274-8355

## MEMORANDUM

DATE: December 17, 2025  
TO: Lisa Grizzle  
Parks & Recreation Administrative Manager  
FROM: Michele Neff, Purchasing Technician  
RE: **REQUEST FOR RENEWAL/RE-BID**

The award for **Citywide Tree Services** provided by **Pete & Ron's Tree Service, Inc.** will expire on **JUNE 15, 2026**. This award has a one-year renewal period. Per the terms of the contract, the vendor is entitled to request a **3.0%** escalation using the Consumer Price Index.

We are requesting information from you as to your needs relative to renewing the award for the above referenced goods. Please indicate your preference with an **(X)**, for one of the options listed below.

1. You want to renew with the current vendor(s). ***Please attach to the Request for Renewal/Re-bid form an explanation as to why it is in the best interest of the Department to Re-new rather than Re-bid. Include a statement that the current pricing has been reviewed and remains fair and reasonable. The information that you provide will appear in the background section of the agenda request form that will appear before City Council. Please submit the DMI-30 payment form (if applicable) to this renewal. The DMI-30 form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the evaluation period.***

- a.  Please complete the attached **Vendor Performance Evaluation** form.
- b.  Please complete the attached **DMI-30 Sub-Contractor Payment** form (if applicable for this renewal).

	ESTIMATED EXPENDITURE	FUND	COST CENTER	ACCOUNT
FY <u>2026</u>	<u>\$145,000</u>	<u>0110</u>	<u>226800</u>	<u>534000</u>
FY <u>2027</u>	<u>\$355,000</u>	<u>0110</u>	<u>226800</u>	<u>534000</u>

(If funds are to be split between two fiscal years, please indicate the years and amounts)

2. You do not want to renew with this vendor and would like to Re-bid. **Please provide an explanation:**

\_\_\_\_\_

3. You do not want to renew or re-bid at this time. (Let contract expire).

Please return this document and the requested information to my office by **December 26, 2025** in order that we may process your request in a timely manner.

Dept. Contact Name (Printed): Eric P Muecke Signature: EP Muecke Date: 12/23/2025

***Please fax to 813-274-8355 or email to [michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)***

**VENDOR PERFORMANCE EVALUATION**

Name of Vendor Reviewed: **Pete & Ron's Tree Service, Inc.**

Contract Name & Number: **Citywide Tree Services**

Rating Period: **From: June 17, 2025** **To: Present**

*Place an X for your selection*

Excellent	Satisfactory	Unsatisfactory
-----------	--------------	----------------

**Delivery/Service completed when required:**

Delivered/Service as ordered and to spec?

	X	
--	---	--

Timeliness of Product/Service

	X	
--	---	--

Quality of Product/Service

	X	
--	---	--

Delivery of Products/ Complete/ Undamaged?

	X	
--	---	--

**Please Describe Quality of Product or Service:**

**Pete and Ron's provides fast and courteous service to the department and residents of Tampa. They are quick to respond and always available to meet on site.**

**Current pricing is fair and reasonable.**

Communication (Phone, E-Mail, or Fax availability)?

	X	
--	---	--

Responsiveness and proper follow up regarding any contractual or performance issues?

	X	
--	---	--

**Customer Satisfaction**

Product or Services fulfilled/completed

	X	
--	---	--

Have you discussed issues with vendor?

Yes  No

Would you like to request a meeting with Purchasing & Vendor?

Yes  No

**Performance during rating period:**

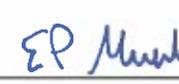
**Pete and Ron's has been easy to contact and responds rapidly. Projects are completed on time and cleanup is always a priority at the end of the job. They often work high-risk projects that require special equipment.**

**Pete and Ron's always has a representative in the Tampa area.**

**Customer Service Comments:**

**Pete and Ron's gets along well with the residents, the department, the department and the contract monitor.**

Dept. Contact Name (Printed): Eric P Muecke

Signature: 



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director**  
2555 E Hanna Avenue  
Tampa, Florida 33610

Office (813) 274-8351  
Fax: (813) 274-8355

December 26, 2025

Pete Fernandez  
Pete & Ron's Tree Service, Inc.  
4615 N. Hale Ave.  
Tampa, FL 33614  
[pete@prtrees.com](mailto:pete@prtrees.com)

Dear Pete Fernandez:

Your firm has an award with the City of Tampa to provide **Citywide Tree Services**.

This existing award expires on **June 15, 2026**. Under the provisions of this award, terms and conditions may be renewed if mutually agreeable to both parties for an additional **one-year term**.

If your firm desires to renew the award, please complete and return the following:

- Statement of Intent
- Form DMI10 – "Schedule of All Sub-Contractors/Consultants/Suppliers Solicited"
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  - FS448.095 Compliance With E-Verify

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If you do not wish to renew, please indicate so on the attached Statement of Intent.

Sincerely,

Michele Neff, Purchasing Technician  
813-274-8636  
[michele.neff@tampagov.net](mailto:michele.neff@tampagov.net)

**STATEMENT OF INTENT**

I, Pete Fernandez,  
being authorized to contract for Pete & Ron's Tree Service, Inc., do hereby  
express the firm's desire to renew the above referenced agreement upon the same prices, same terms  
and conditions. I understand that an extension of the agreement requires the City's approval. This  
statement represents the above firm's binding approval of an extension of this agreement.

By: Pete Fernandez 01/02/26  
Authorized Signature Date

Pete Fernandez  
Type or Print Name Above  
Title: President

Comments:

\_\_\_\_\_  
\_\_\_\_\_

( ) We do not wish to renew this award. The source for non-renewal is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Type or Print Name Above  
Title: \_\_\_\_\_



**Page 1 of 2 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)  
(DMI 10 Form)**

Contract No.: \_\_\_\_\_ Contract \_\_\_\_\_  
 Name: Company Pete & Ron's Tree Service, Inc. Address: 4615 N Hale Ave Tampa, Fl. 33614  
 Federal ID: 59-1981074 Phone: 813-876-4444 Fax: 813-876-5328 Email: pete@prtree.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: \_\_\_\_\_

See attached list of additional Firms solicited and all supplemental information (List must comply with this form)

**Note: Form DMI-10 must list ALL subcontractors solicited**

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE O = Neither	Company Name Address Phone, Fax, Email	Trade or Services	Contact Method	Quote or Response Received Y/N
Federal ID		NIGP Code (listed above)	L=Letter F=Fax E=Email P=Phone	

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive  
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Pete Fernandez Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) Solicited Form  
(DMI 10 Form)

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included in this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba), if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the city, resulting in your business not using subcontractors and will self-perform all work. If, during the performance of the contract, you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (DMI 30 Form) must be submitted with every pay application and invoice. **Note:** Certified SLBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide a brief explanation of why no firms were contacted or solicited.
- **See attached documents.** Check the box if, after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the DMI 10 Form must be in the same format and include all the requested data from the DMI 10 Form.

The following instructions are for the information of all subcontractors solicited.

- **“S” = SLBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes, aka “National Institute of Governmental Purchasing,” are listed in the top section of the document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with a letter the method(s) of soliciting for bids.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522



City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers) (DMI 20 Form)

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply with this form)

**Note: Form DMI-20 must list ALL subcontractors To-Be-Utilized.**

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

← Enter "S" for firms Certified as Small Local Business Enterprises: "O" for Other Non-Certified

S = SLBE O =Neither	Company Name Address	Trade, Services or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID	Phone, Fax, Email			

Failure to Complete, Sign and Submit  
 this form with your Bid or Proposal  
 Shall render the Bid Non-Responsive.  
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_

Total SLBE Utilization \$ \_\_\_\_\_

Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: Pete Fernandez Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to Complete, Sign and Submit Forms 10 & 20 MAY render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal**



Instructions for completing The Sub- (Contractor's/Consultants/ Suppliers) to be Utilized Form  
(DMI 20 Form)

**This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included in this form.**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking the box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the city but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (DMI 30 Form) must be submitted with every pay application and invoice. Note: Certified **SLBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submission of Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box: provide a brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. **Note: Mandatory compliance with Good Faith Effort outreach (GFCEP) requirements applies (DMI 50 Form), and supporting documentation must accompany the bid.**
- **See attached documents.** Check the box if, after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of DMI-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for the information of all subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in the proper identification of the subcontractor.
- **“S” = SLBE,** enter “S” for firms Certified by the City as Small Local Business Enterprises; **“O” = non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Trade, Services, or Materials (NIGP code if known).** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/DMI> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for SLBEs).
- **Percent of Work/Contract.** Indicate the percentage of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services), you must indicate subcontracts as a percentage of the total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide the total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide the total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Office of Equal Business Opportunity at (813) 274-5522.



**Page 1 of 2 –DMI Payment**  
**City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments**  
**(DMI 30 FORM)**

[ ] Partial [ ] Final

Contract No.: WO, (if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount (including change orders): \$ \_\_\_\_\_

\-Type of Ownership - S = SLBE, O = Other

Type Trade/Work Activity [ ] Sub [ ] Supplier Federal ID	Company Name Address Phone & Fax	Total Subcontract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
			Amount Pending Previously Reported	Sub Pay Period Ending Date
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

**(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)**

Certification: I hereby certify that the above information is a true and accurate account of payments to subcontractors/consultants on this contract.

Signed: Pete Fernandez Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

DMI 30 form (rev. 08/2025)

**Note: Detailed Instructions for completing this form are on the next page**

*Forms must be signed and dated, or they will be considered incomplete. Failure to sign this document or return it unsigned can be cause for determining that a company is in non-compliance with Ordinance 2008-89.*



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractor's/Consultants/ Suppliers) Payment Form (DMI 30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, "Waiver and Release of Lien upon Progress Payment", "Affidavit of Contractor in Connection with Final Payment", or an affidavit of payment must be submitted with the amount paid for the pay period.

**(Modifying or omitting information from this form may result in non-compliance.)**

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **W.O.** If the report covers a work order number (W.OO. for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact the business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for the pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide a sequence number for payment requests. (ex. Payment one, write 1 in the space, payment three, write 3 in the space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for the pay period.** Provide all the dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide the expected total contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment.
- **Final Payment.** The check for this period is the final payment period.

The following instructions are for the information of all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate SLBE or Other.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **Subcontractor/Subconsultant/Supplier.** Please indicate the status of the firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide the total amount of subcontract for the subcontractor, including change orders.
- **Amount Paid to Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported for which payments are pending.
- **Amount To Be Paid for this Period.** Provide the dollar amount requested for the pay period.
- **Sub Pay Period Ending Date.** Provide the date for which the subcontractor invoiced for the work performed.

If any additional information is required or you have any questions, you may call the Office of Equal Business Opportunity at (813) 274-5522.

**ATTESTATION OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES, CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, PROHIBITION OF CONTRACTING WITH VENDORS ON THE FORCED LABOR VENDOR LIST PURSUANT TO SECTION 287.1346, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES**

This form must be completed by an Officer of an Entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending a contract with the City of Tampa.

**Public Entity Crimes**

1. Officer understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Business Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Officer understands and attests that neither Officer, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

**Scrutinized Companies**

3. Officer understands that pursuant to Section 287.135(2)(a), Florida Statutes, if the value of the contract is one hundred thousand dollars or more, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies or Other Entities that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes); or is engaged in a boycott of Israel; or if the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity is ineligible to contract with the City of Tampa if the Entity:
  - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - b. Is engaged in business operations in Cuba or Syria.
4. Officer attests that neither Officer nor the Entity are on the Scrutinized Companies or Other Entities that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor is either engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Attestation.

**E-Verify**

5. Officer understands and attests that pursuant to Section 448.095(5), Florida Statutes, the Entity must comply with Florida’s E-Verify law to enter into a contract with the City of Tampa.
6. The undersigned Entity is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees.

7. No public employer has terminated a contract with the Entity pursuant to Section 448.095(5), Florida Statutes, within the year immediately preceding the date of contracting or submitting a bid, proposal or reply to contract with the City of Tampa.
8. Entity is currently in compliance and will remain in compliance, for the duration of any contract with the City of Tampa, with all requirements of Section 448.095(5), Florida Statutes.
9. Officer understands and attests that, if there is a good faith belief that the Entity has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation on the part of the City of Tampa to terminate a contract pursuant to Section 448.095(5), Florida Statutes.
10. Officer understands and attests that, if there is a good faith belief that one of Entity's subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but the Entity has otherwise complied with its obligations thereunder, then the Entity will be required to immediately terminate the contract with the subcontractor in order to continue providing services to the City of Tampa.

**Anti-Human Trafficking and Forced Labor**

11. Officer hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(2), Florida Statutes.
12. Officer attests to the best of his/her knowledge that commodities offered to the City by the Entity have not been produced, in whole or in part, by forced labor. The City may not enter into any contract with Entity if Entity is placed on the forced labor vendor list and may terminate any contract if Entity is placed on the forced labor vendor list pursuant to Section 287.1346, Florida Statutes.

**Compliance with Foreign Countries of Concern**

13. Officer, on behalf of the Entity attest to the following:
  - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138, Florida Statutes.)
  - b. The government of a foreign country of concern does not have a controlling interest in the Entity. (Source: § 287.138(2)(b), Florida Statutes.)
  - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: Pete & Ron's Tree Service, Inc.

Officer's Printed Name: Pete Fernandez

Officer's Title: President

Signature: *Pete Fernandez*

Date: 01/02/26

RESOLUTION NO. 2025- 383

**A RESOLUTION APPROVING THE RENEWAL OF AWARDS BETWEEN THE CITY OF TAMPA AND THE FOLLOWING AWARDEES: ADVANCED ARBORIST, LLC, MID-FLORIDA TREE SERVICE, INC. AND PETE & RON'S TREE SERVICE, INC., WITHOUT A CONSUMER PRICE INDEX (CPI) PRICE ESCALATION, FOR THE FURNISHING OF CITYWIDE TREE SERVICES IN THE ESTIMATED AMOUNT OF \$1,500,000 FOR USE BY THE PARKS AND RECREATION DEPARTMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2022-504, passed and adopted by City Council on June 16, 2022, entered into awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Services for use by the Parks and Recreation Department; and

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2023-536, passed and adopted by City Council on June 1, 2023, renewed the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Services for use by the Parks and Recreation Department; and

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2024-24, passed and adopted by the City Council of the City of Tampa on January 11, 2024, approved additional expenditures within existing awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Services in the amount of \$1,230,000; and

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2024-463, passed and adopted by City Council on June 6, 2024, renewed the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Services for use by the Parks and Recreation Department; and

**WHEREAS,** said awards provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extension without a Consumer Price Index (CPI) price escalation.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That, pursuant to Resolution No. 2022-504, passed and adopted by the City Council on June 16, 2022, the City of Tampa is renewing the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for an additional one-year period commencing at 12:01 a.m., June 16, 2025 and expiring at 12:00 midnight, June 15, 2026 upon the same terms and conditions as contained in the original awards.

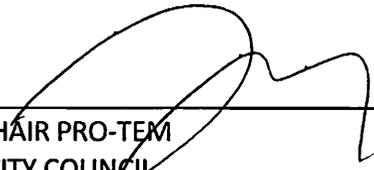
**Section 2.** This Resolution renews the awards between the City of Tampa and the following awardees: Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Services in the estimated amount of \$1,500,000, without a Consumer Price Index (CPI) price escalation, over a 12-month term, subject to annual appropriation, for use by the Parks and Recreation Department within the General Fund.

**Section 3.** That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON**

**MAY 01 2025**

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\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

  
\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s

\_\_\_\_\_  
MARCELLA T. HAMILTON

SENIOR ASSISTANT CITY ATTORNEY II

RESOLUTION NO. 2024- 463

**A RESOLUTION APPROVING THE RENEWAL OF AWARDS BETWEEN THE CITY OF TAMPA AND ADVANCED ARBORIST, LLC, MID-FLORIDA TREE SERVICE, INC. AND PETE & RON'S TREE SERVICE, INC., WITHOUT A PRICE ESCALATION, FOR THE FURNISHING OF CITYWIDE TREE SERVICES IN THE ESTIMATED AMOUNT OF \$500,000 FOR EACH AWARD, FOR A CUMULATIVE TOTAL OF \$1,500,000 FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2022-504, passed and adopted by City Council on June 16, 2022, entered into awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service for use by the various departments; and

**WHEREAS,** said awards were renewed by authority contained in Resolution No. 2023-536, passed and adopted by City Council on June 1, 2023; and

**WHEREAS,** additional expenditures were approved by authority contained in Resolution No. 2024-24, passed and adopted by the City Council of Tampa on January 11, 2024; and

**WHEREAS,** said awards provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extensions.

**NOW, THEREFORE,**

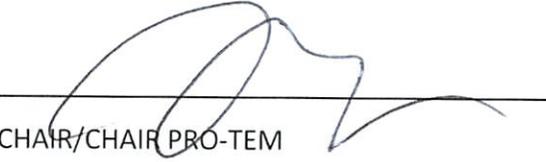
**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That, pursuant to Resolution No. 2022-504, passed and adopted by the City Council on June 16, 2022, the City of Tampa is renewing the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for an additional one-year period commencing at 12:01 a.m., June 16, 2024 and expiring at 12:00 midnight, June 15, 2025 upon the same terms and conditions as contained in the original awards.

**Section 2.** This resolution renews the awards between the City and the following awardees: Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service in the estimated amount of \$500,000 for each award, for a cumulative total of \$1,500,000 over a 12-month term, subject to annual appropriation, for use by various departments within the General Fund.

**Section 3.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 06 2024

  
\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

  
\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM

e/s

BY MARCELLA T. HAMILTON

SENIOR ASSISTANT CITY ATTORNEY II

RESOLUTION NO. 2024- 24

**A RESOLUTION APPROVING ADDITIONAL EXPENDITURES WITHIN EXISTING AWARDS BETWEEN THE CITY OF TAMPA AND THE FOLLOWING AWARDEES: ADVANCED ARBORIST, LLC, MID-FLORIDA TREE SERVICE, INC. AND PETE & RON'S TREE SERVICE, INC., FOR THE FURNISHING OF CITYWIDE TREE SERVICES IN THE ESTIMATED AMOUNT OF \$534,000 FOR A CUMULATIVE TOTAL OF \$1,230,000 FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2022-504, passed and adopted by City Council on June 16, 2022, entered into awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service for use by the various departments; and

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2023-536, passed and adopted by City Council on June 16, 2023, entered into the renewal of the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service for use by the various departments; and

**WHEREAS,** the City anticipates additional estimated expenditures of \$534,000 and it is in the best interest of the City to approve and authorize said additional purchases.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA:**

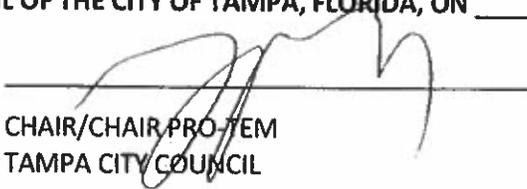
**Section 1.** That this Resolution shall affect a net dollar change of \$534,000 over the estimated expenditure of \$696,000.

**Section 2.** That additional expenditures within existing awards between the City and the following awardees: Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc., are hereby approved.

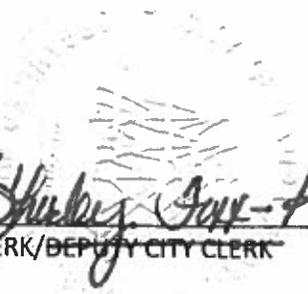
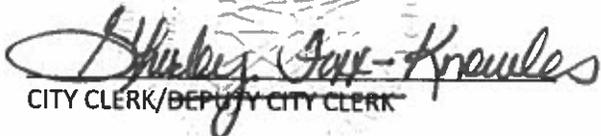
**Section 3.** This Resolution will provide an additional \$534,000 for a cumulative total of \$1,230,000 for the furnishing of Citywide Tree Service for use by various departments controlled by requisition.

**Section 4.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

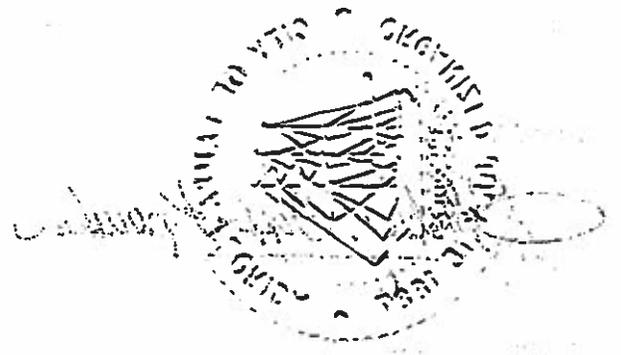
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JAN 11 2024

  
\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

  
  
\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM  
e/s  
BY MARCELLA T. HAMILTON  
ASSISTANT CITY ATTORNEY II



**RESOLUTION NO. 2023- 536**

**A RESOLUTION APPROVING THE RENEWAL OF AWARDS BETWEEN THE CITY OF TAMPA AND THE FOLLOWING AWARDEES: ADVANCED ARBORIST, LLC, MID-FLORIDA TREE SERVICE, INC. AND PETE & RON'S TREE SERVICE, INC., WITHOUT A PRICE INCREASE, FOR THE FURNISHING OF CITYWIDE TREE SERVICES IN THE ESTIMATED AMOUNT OF \$696,000 FOR USE BY VARIOUS DEPARTMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa, Florida, by authority contained in Resolution No. 2022-504, passed and adopted by City Council on June 16, 2022, entered into awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service for use by the various departments; and

**WHEREAS,** said awards provided for renewal under the same terms and conditions as contained therein when mutually agreeable to the parties, and the parties have mutually agreed to such extensions.

**NOW, THEREFORE,**

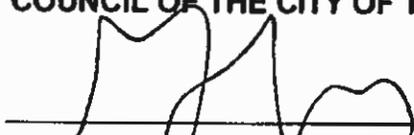
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That, pursuant to Resolution No. 2022-504, passed and adopted by the City Council on June 16, 2022, the City of Tampa is renewing the awards with Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for an additional one-year period commencing at 12:01 a.m., June 16, 2023 and expiring at 12:00 midnight, June 15, 2024 upon the same terms and conditions as contained in the original awards.

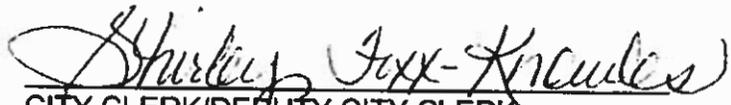
**Section 2.** This resolution renews the awards between the City and the following awardees: Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service in the estimated amount of \$696,000 over a 12-month term, subject to annual appropriation, for use by various departments within the General Fund.

**Section 3.** That other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON**  
JUN 01 2023.

  
\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

  
\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM

e/s

BY MARCELLA T. HAMILTON  
ASSISTANT CITY ATTORNEY II

RESOLUTION NO. 2022- 504

**A RESOLUTION APPROVING THE BIDS OF ADVANCED ARBORIST, LLC, MID-FLORIDA TREE SERVICE, INC. AND PETE & RON'S TREE SERVICE, INC. FOR THE FURNISHING OF CITYWIDE TREE SERVICE IN THE ESTIMATED AMOUNT OF \$800,000 FOR USE BY VARIOUS DEPARTMENTS; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Tampa Issued Invitation to Bid #11050622 for the furnishing of Citywide Tree Service for use by the City of Tampa various Departments; and

**WHEREAS,** Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. submitted the lowest responsible bids.

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:**

**Section 1.** That the bids of Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of:

Citywide Tree Service  
Bid#: 11050622  
Estimated Expenditure: \$800,000

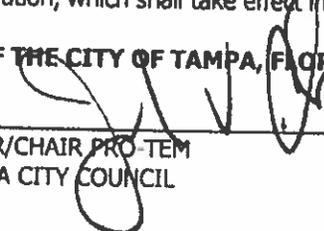
such bids being the lowest responsible bids received therefor, are hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

**Section 2.** That the award period for each bidder shall be for a one-year period from the effective date of the awarding or approving Resolution, and may be renewed on the same terms and conditions for four additional one-year periods.

**Section 3.** This resolution approves an award between the City and the following bidders: Advanced Arborist, LLC, Mid-Florida Tree Service, Inc. and Pete & Ron's Tree Service, Inc. for the furnishing of Citywide Tree Service and provides an amount not to exceed \$800,000, over a 12-month term, subject to annual appropriation, for use various Departments, controlled by requisition.

**Section 4.** That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON JUN 16 2022**

  
\_\_\_\_\_  
CHAIR/CHAIR PRO-TEM  
TAMPA CITY COUNCIL

ATTEST:

  
\_\_\_\_\_  
CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO FORM:

e/s \_\_\_\_\_  
MARCELLA T. HAMILTON  
ASSISTANT CITY ATTORNEY

F22-75304

# Publisher's Affidavit

## LA GACETA

PUBLISHED WEEKLY  
Tampa, Hillsborough County, Florida

State of Florida

County of Hillsborough,

Before the undersigned authority personally appeared

Patrick Manteiga

who under oath says he is the Publisher of La Gaceta, a weekly newspaper published in Tampa, Hillsborough County, Florida, that the attached copy of advertisement, being a

INVITATION TO BID

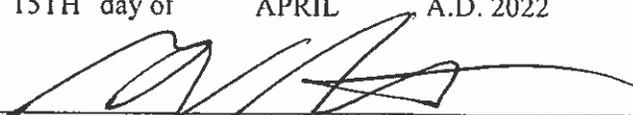
in the matter of COT PURCHASING DEPT.

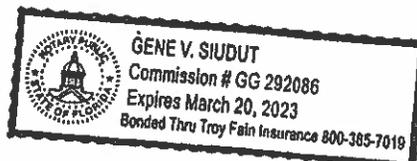
In the Thirteenth Judicial Circuit Court, was published in said newspaper in the issues of 04/15/2022

Affiant further says that the said La Gaceta is a newspaper published in Tampa, in said Hillsborough County, Florida, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each week and has been entered as second class mailing matter at the post office in Tampa, in said Hillsborough County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



personally known sworn to and subscribed before me  
on this 15TH day of APRIL A.D. 2022







**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
Gregory K. Spearman, CPPO, NIGP-CPP, Director  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

**NOTICE OF INTENT TO AWARD**

DATE: **May 24, 2022**

ITB/RFP Title: **CITYWIDE TREE SERVICE**

ITB/RFP Number: **11050622**

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the City of Tampa **Parks & Recreation** staff has recommended to award the above-referenced Bid/RFP to:

**ADVANCED ARBORIST, LLC**  
**MID-FLORIDA TREE SERVICE, INC.**  
**PETE & RON'S TREE SERVICE, INC.**

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Gregory K. Spearman, CPPO  
Purchasing Director



# City of Tampa

Jane Castor, Mayor

## Parks & Recreation Department

Sherisha Hills, Director

3402 W. Columbus Drive

Tampa, FL 33607

Office (813) 274-8615

Fax: (813) 274-5249

TO: Greg Spearman, Purchasing Director  
THRU: Sherisha Hills, Parks and Recreation Director *SMH*  
FROM: Eric Muecke, Parks and Recreation Urban Forestry Manager *EDM*  
DATE: May 24, 2022  
SUBJECT: Letter of recommendation Bid #11050622

---

The Parks and Recreation Department has reviewed the submittals for Bid #11050622 for the Citywide Tree Services Contract. The lowest responsive, responsible bidders per line item (see chart) were Advanced Arborist, LLC, Mid Florida Tree Service, Inc. and Pete and Ron's Tree Service, Inc. The second lowest bidders per line item was also Advanced Arborist, LLC, Mid Florida Tree Service, Inc. and Pete and Ron's Tree Service, Inc. Joey Tree, LLC and Evergreen Tree Service submitted bid responses as well.

After careful review of the five submittals, for Bid #11050622 for the Citywide Tree Services Contract, the Parks and Recreation Department recommends to award per line item to Advanced Arborist, LLC, Mid Florida Tree Service, Inc. and Pete and Ron's Tree Service, Inc. as the first lowest responsive, responsible bidder per line item. Advanced Arborist, LLC, Mid Florida Tree Service, Inc. and Pete and Ron's Tree Service, Inc. are currently providing contracted services to all City Departments utilizing the Citywide Tree Service contract. They are all responsive, have provided excellent service and meet all the required specifications for Bid #11050622.

The Parks and Recreation Department estimates an annual expenditure of \$545,000 to be encumbered from 01100-227100-534000. The amount for FY 2022 for the period of June 17, 2022 – September 30, 2022, will be \$159,000 for tree removal, storm cleanup, and maintenance services. The amount for FY 2023 for the period of October 1, 2022 – June 17, 2023, will be \$386,000 for tree removal, storm cleanup, and maintenance services. If you need any additional information, please do not hesitate to contact me at 813-274-5137.

cc: Sherisha Hills, Lenora Roberson, Kevin Frye, Blake Leonard

## 2022 Citywide Tree Services Bid Results

Project	First Low Bid		Second Low Bid	
	Price	Company	Price	Company
Root Prune per Foot	\$ 3.00	Advanced Arborist	\$ 3.00	Mid Florida
Hourly Rate for Pruning	\$ 33.00	Mid Florida	\$ 35.90	Pete and Rons
Palm Pruning per Tree	\$ 32.00	Advanced Arborist	\$ 65.00	Mid Florida
Remove Tree Only 2-6 inches	\$ 25.00	Mid Florida	\$ 40.00	Pete and Rons
Remove Tree Only 7-12 inches	\$ 67.00	Pete and Rons	\$ 72.00	Advanced Arborist
Remove Tree Only 13-18 inches	\$ 174.00	Pete and Rons	\$ 179.00	Advanced Arborist
Remove Tree Only 19-24 inches	\$ 385.00	Advanced Arborist	\$ 400.00	Pete and Rons
Remove Tree Only 25-36 inches	\$ 1,189.00	Advanced Arborist	\$ 1,295.00	Pete and Rons
Remove Tree Only 37-60 inches	\$ 2,250.00	Pete and Rons	\$ 2,650.00	Advanced Arborist
Remove Tree Only 60+ inches	\$ 2,850.00	Pete and Rons	\$ 3,200.00	Mid Florida
Rem Stump per Inch	\$ 2.75	Advanced Arborist	\$ 2.75	Mid Florida
Remove Tree and Stump 2-6 inches	\$ 26.00	Mid Florida	\$ 39.00	Advanced Arborist
Remove Tree and Stump 7-12 inches	\$ 75.00	Advanced Arborist	\$ 76.00	Mid Florida
Remove Tree and Stump 13-18 inches	\$ 222.00	Advanced Arborist	\$ 226.00	Mid Florida
Remove Tree and Stump 19-24 inches	\$ 389.00	Advanced Arborist	\$ 401.00	Mid Florida
Remove Tree and Stump 25-36 inches	\$ 1,054.00	Advanced Arborist	\$ 1,476.00	Mid Florida
Remove Tree and Stump 37-60 inches	\$ 1,725.00	Advanced Arborist	\$ 2,750.00	Pete and Rons
Remove Tree and Stump 60+ inches	\$ 2,190.00	Advanced Arborist	\$ 2,950.00	Pete and Rons
Debris per Ton	\$ 75.00	Advanced Arborist	\$ 148.00	Evergreen
Emergency Response	\$ 1.00	Pete and Rons	\$ 95.00	Advanced Arborist
ISA Cert Arborist on site	\$ 10.00	Advanced Arborist	\$ 65.00	Pete and Rons
Safety Personnel	\$ 28.00	Pete and Rons	\$ 30.00	Mid Florida



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

DATE: May 23, 2022

TO: Gregory K. Spearman, CPPO  
Purchasing Department Director

FROM: Blake Leonard, CPPB / Senior Procurement Analyst

SUBJECT: Bid Award Recommendation

Below is a listing of the bids received on **Bid # 11050622 CITYWIDE TREE SERVICE:**

Bid Respondents:

PETE & RON'S TREE SERVICE, INC.  
ADVANCED ARBORIST, LLC.  
MID FLORIDA TREE SERVICE, INC.  
JOEY TREE, LLC.  
EVERGREEN TREE SERVICE

Based on the attached line item tabulation, I recommend **ADVANCED ARBORIST, LLC.; MID FLORIDA TREE SERVICE, INC.; and PETE & RON'S TREE SERVICE, INC.** The award recommendation is based on responsive low unit price and the bidder's compliance with the stated requirements in the bid. The user department concurs with this recommendation. Based on previous year service quantities, the estimated annual expenditure under this award is \$800,000.

BID PROPOSAL TABULATION/CITY OF TAMPA Note: This is a preliminary summary. Information contained in this summary is subject to review. <b>THIS IS NOT AN AWARD.</b>		OPENED: MAY 6, 2022 @ 2:00 PM		BID #: 11050622 BID: CITYWIDE TREE SERVICE		READ BY: BLAKE LEONARD			
						TABBED BY: LEWINA WOODARD			
						DATE ADVERTISED: 4/15/22		DEPT.: PARKS & RECS	
ITEM/ QUANTITY	BIDDER>>> DESCRIPTION	Joey Tree, LLC		Evergreen Tree Service		Mid Florida Tree Service, Inc.		Pete & Ron's Tree Service	
		BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
750	Root Pruning per Linear Foot	\$10.00	\$7,500.00	\$16.50	\$12,375.00	\$3.00	\$2,250.00	\$5.00	\$3,750.00
4,000	Hourly Labor Rate for tree pruning	\$62.00	\$248,000.00	\$75.00	\$300,000.00	\$33.00	\$132,000.00	\$35.90	\$143,600.00
500	Palm Tree pruning	\$65.00	\$32,500.00	\$80.00	\$40,000.00	\$65.00	\$32,500.00	\$75.00	\$37,500.00
10	Tree Removal 2-6"	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$25.00	\$250.00	\$40.00	\$400.00
40	Tree Removal 7-12"	\$300.00	\$12,000.00	\$1,100.00	\$44,000.00	\$75.00	\$3,000.00	\$67.00	\$2,680.00
50	Tree Removal 13-18"	\$900.00	\$45,000.00	\$2,750.00	\$137,500.00	\$225.00	\$11,250.00	\$174.00	\$8,700.00
100	Tree Removal 19-24"	\$1,600.00	\$160,000.00	\$3,750.00	\$375,000.00	\$400.00	\$40,000.00	\$400.00	\$40,000.00
100	Tree Removal 25-36"	\$2,400.00	\$240,000.00	\$4,600.00	\$460,000.00	\$1,475.00	\$147,500.00	\$1,295.00	\$129,500.00
40	Tree Removal 37-60"	\$2,900.00	\$116,000.00	\$6,700.00	\$268,000.00	\$3,200.00	\$128,000.00	\$2,250.00	\$90,000.00
10	Tree Removal over 60"	\$3,500.00	\$35,000.00	\$10,200.00	\$102,000.00	\$3,200.00	\$32,000.00	\$2,850.00	\$28,500.00
500	Stump Removal	\$8.00	\$4,000.00	\$13.00	\$6,500.00	\$2.75	\$1,375.00	\$3.00	\$1,500.00
10	Tree and Stump Removal 2-6"	\$150.00	\$1,500.00	\$325.00	\$3,250.00	\$26.00	\$260.00	\$45.00	\$450.00

40	Tree and Stump Removal 7-12"	\$400.00	\$16,000.00	\$1,500.00	\$60,000.00	\$76.00	\$3,040.00	\$84.00	\$3,360.00
50	Tree and Stump Removal 13-18"	\$1,000.00	\$50,000.00	\$2,950.00	\$147,500.00	\$226.00	\$11,300.00	\$246.00	\$12,300.00
100	Tree and Stump Removal 19-24"	\$1,800.00	\$180,000.00	\$4,475.00	\$447,500.00	\$401.00	\$40,100.00	\$525.00	\$52,500.00
100	Tree and Stump Removal 25-36"	\$2,500.00	\$250,000.00	\$4,950.00	\$495,000.00	\$1,476.00	\$147,600.00	\$1,595.00	\$159,500.00
40	Tree and Stump Removal 37-60"	\$3,000.00	\$120,000.00	\$7,300.00	\$292,000.00	\$3,201.00	\$128,040.00	\$2,750.00	\$110,000.00
10	Tree and Stump Removal over 60"	\$4,000.00	\$40,000.00	\$10,800.00	\$108,000.00	\$3,201.00	\$32,010.00	\$2,950.00	\$29,500.00
30	Debris Removal per ton	\$200.00	\$6,000.00	\$148.00	\$4,440.00	\$150.00	\$4,500.00	\$195.00	\$5,850.00
100	Emergency Response	\$500.00	\$50,000.00	\$1,500.00	\$150,000.00	\$200.00	\$20,000.00	\$1.00	\$100.00
100	Labor Rate for ISA certified Arborist	\$100.00	\$10,000.00	\$85.00	\$8,500.00	\$125.00	\$12,500.00	\$65.00	\$6,500.00
100	Hourly Safety Personnel	\$100.00	\$10,000.00	\$85.00	\$8,500.00	\$30.00	\$3,000.00	\$28.00	\$2,800.00
ITEM/ QUANTITY	BIDDER>>> DESCRIPTION	Advanced Arborist, LLC							
		BID	TOTAL	BID	TOTAL	BID	TOTAL	BID	TOTAL
750	Root Pruning per Linear Foot	\$3.00	\$2,250.00						
4,000	Hourly Labor Rate for tree pruning	\$49.00	\$196,000.00						
500	Palm Tree pruning	\$32.00	\$16,000.00						

10	Tree Removal 2-6"	\$49.00	\$490.00						
40	Tree Removal 7-12"	\$72.00	\$2,880.00						
50	Tree Removal 13-18"	\$179.00	\$8,950.00						
100	Tree Removal 19-24"	\$385.00	\$38,500.00						
100	Tree Removal 25-36"	\$1,189.00	\$118,900.00						
40	Tree Removal 37-60"	\$2,650.00	\$106,000.00						
10	Tree Removal over 60"	\$3,250.00	\$32,500.00						
500	Stump Removal	\$2.75	\$1,375.00						
10	Tree and Stump Removal 2-6"	\$39.00	\$390.00						
40	Tree and Stump Removal 7-12"	\$75.00	\$3,000.00						
50	Tree and Stump Removal 13-18"	\$222.00	\$11,100.00						
100	Tree and Stump Removal 19-24"	\$389.00	\$38,900.00						
100	Tree and Stump Removal 25-36"	\$1,054.00	\$105,400.00						
40	Tree and Stump Removal 37-60"	\$1,725.00	\$69,000.00						
10	Tree and Stump Removal over 60"	\$2,190.00	\$21,900.00						
30	Debris Removal per ton	\$75.00	\$2,250.00						
100	Emergency Response	\$95.00	\$9,500.00						
100	Labor Rate for ISA certified Arborist	\$10.00	\$1,000.00						
100	Hourly Safety Personnel	\$49.00	\$4,900.00						

## CITYWIDE TREE SERVICE

Under Evaluation

<b>24</b> Planholders	<b>633</b> Broadcast to	<b>0</b> Supplemental Suppliers	<b>4</b> Watchers	<b>13</b> Post Bid Viewers
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### Bid Details

<b>Agency Name</b>	City of Tampa, Florida
<b>Bid Writer</b>	Purchasing - Blake Leonard, CPPB
<b>Bid ID</b>	ITB-11050622-0-2022/BL
<b>Bid Type</b>	ITB - Invitation to Bid
<b>Broadcast Date</b>	Apr 13, 2022 8:58am (EDT)
<b>Fiscal Year</b>	2022
<b>Due</b>	May 6, 2022 2:30pm (EDT)
<b>Bid Status Text</b>	This specification describes Citywide Tree Service, including certified arborist support, tree pruning and tree removal services, for the use of the various departments of the City of Tampa.

### Scope of Work

This specification describes Citywide Tree Service, including certified arborist support, tree pruning and tree removal services, for the use of the various departments of the City of Tampa.

### Documents

Download all documents

Filename	Type	File Type	File Size	Date Modified	Status
<a href="#">CITYWIDE TR...</a>	Bid Tabulation Sheet	PDF	77.73 KB	May 9, 2022	Complete
<a href="#">Addendum #2</a>	Addendum	PDF	232.32 KB	Apr 29, 2022	Complete
<a href="#">Addendum #1</a>	Addendum	PDF	252.31 KB	Apr 29, 2022	Complete
<a href="#">CITYWIDE TR...</a>	Bid Document/ Specifications	PDF	1.14 MB	Apr 13, 2022	Complete

## Distribution Info

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**Bid Bond** None

[Home](#) > [Bids](#) > CITYWIDE TREE SERVICE

[Update Bid](#) [★ Award Bid](#)

**eBidding** No

**Distributed By** DemandStar

**Distribution Method** Download

**Distribution Options** Bid has no blueprints associated with it

## Publications

---

La Gaceta

[View Legal Ad](#)

## Pre-Bid Conference

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NON-MANDATORY 9:00 AM

APRIL 27, 2022

City of Tampa Parks and Recreation Offices

3402 W. Columbus Drive

Tampa, Florida 33607

## Statistics

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**Planholders** There are 24 Planholders for this bid.

**Filtered** No

**Broadcast List** 633 Suppliers have been notified [Export](#)

**Post-Bid Viewers** There are 13 Post-Bid viewers

**Supplemental Suppliers** 0 Supplemental Suppliers

## Commodity Code

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[022-968-88] Tree and Shrub Removal Services

[022-988-87] Tree Trimming and Pruning Services, Utility Lines, Energized

[022-988-88] Tree Trimming and Pruning Services

**BID RESPONSE  
FOR  
CITYWIDE TREE SERVICE**

*Please Print or Type*

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

**\*\*\*\*SEE ATTACHED LISTING\*\*\*\***

Firm Name: Pete & Ron's Tree Service, Inc.  
Authorized Representative's Name: Pete Fernandez  
Authorized Representative's Title: President  
Address: 4615 N. Hale Ave  
City: Tampa State: FL Zip: 33614  
Telephone No.: 813 876 4444 Fax No.: 813 876 5328 Email: pete@prtree.com  
Federal I.D. #: 59-1981074

Type Organization:     Individual     Small Business     Non-Profit  
                                  Partnership     Corporation     Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:  
 Yes     No    License # 40102

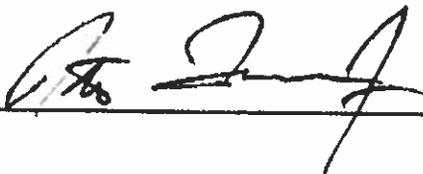
Minority Business Status:     Black     Hispanic     Woman     Other

Is your business certified as a minority business with any government agency?     Yes     No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

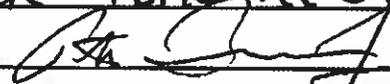
**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature:  Date: 5/6/22

**BID RESPONSE FOR  
CITYWIDE TREE SERVICE**

AWARD ITEM#	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
9100	Root Pruning (per specs)	Linear Ft	750	\$ 5.00	\$ 3,750.00
9200 & 9300	Hourly Labor rate for tree pruning	Hours	4,000	\$ 35.90	\$ 143,600.00
9400	Palm Tree pruning (per specs)	Each	500	\$ 75.00	\$ 37,500.00
9500-1	Tree Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ 40.00	\$ 400.00
9500-2	Tree Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ 67.00	\$ 2,680.00
9500-3	Tree Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ 174.00	\$ 8,700.00
9500-4	Tree Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ 400.00	\$ 40,000.00
9500-5	Tree Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ 1,295.00	\$ 129,500.00
9500-6	Tree Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ 2,250.00	\$ 90,000.00
9500-7	Tree Removal, Over 60-Inch Dia (per specs)	Each	10	\$ 2,850.00	\$ 28,500.00
9600	Stump Removal (per specs)	Per inch	500	\$ 3.00	\$ 1,500.00
9700-1	Tree and Stump Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ 45.00	\$ 450.00
9700-2	Tree and Stump Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ 84.00	\$ 3,360.00
9700-3	Tree and Stump Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ 246.00	\$ 12,300.00
9700-4	Tree and Stump Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ 525.00	\$ 52,500.00
9700-5	Tree and Stump Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ 1,595.00	\$ 159,500.00
9700-6	Tree and Stump Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ 2,750.00	\$ 110,000.00
9700-7	Tree and Stump Removal, Over 60-Inch Dia (per specs)	Each	10	\$ 2,950.00	\$ 29,500.00
9800	Debris Removal (per specs)	Per ton	30	\$ 195.00	\$ 5,850.00
9900	Emergency Response Compensation (per specs)	Each	100	\$ 1.00	\$ 100.00
	Hourly rate for certified Arborist	hours	100	\$ 65.00	\$ 6,500.00
	Hourly rate for Additional Safety Personnel	hours	100	\$ 28.00	\$ 2,800.00

Company Name: Pete + Ron's Tree Service Inc. **TOTAL \$868,990.00**

Authorized Signature:  Date: 5/6/22

**BID RESPONSE PAGE FOR  
CITYWIDE TREE SERVICE**

**HAULING FEE PER TREE**

Note: Per Section 2.4 of the Technical Specification, when vehicle access is greater than the 150 ft limit, an *additional fee* for hauling shall be included as listed on the bid response page (below).

DESCRIPTION	UNIT PRICE
6"- 12" diameter greater than 150' but less than 500'	\$ <u>275.00</u>
6"- 12" diameter greater than 500' but less than 1000'	\$ <u>475.00</u>
13"- 18" diameter greater than 150' but less than 500'	\$ <u>475.00</u>
13"- 18" diameter greater than 500' but less than 1000'	\$ <u>750.00</u>
19"- 24" diameter greater than 150' but less than 500'	\$ <u>750.00</u>
19"- 24" diameter greater than 500' but less than 1000'	\$ <u>975.00</u>
25"- 30" diameter greater than 150' but less than 500'	\$ <u>975.00</u>
25"- 30" diameter greater than 500' but less than 1000'	\$ <u>1,375.00</u>
31"- 36" diameter greater than 150' but less than 500'	\$ <u>1,975.00</u>
31"- 36" diameter greater than 500' but less than 1000'	\$ <u>2,975.00</u>
Over 36" diameter greater than 150' but less than 500'	\$ <u>2,975.00</u>
Over 36" diameter greater than 500' but less than 1000'	\$ <u>5,975.00</u>

Company Name: Pete & Ron's Tree Service, Inc.

Authorized Signature:  Date: 5/6/22

## BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Pete Fernandez

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant

FOR AN ENTITY

State of Florida  
County of Hillsborough

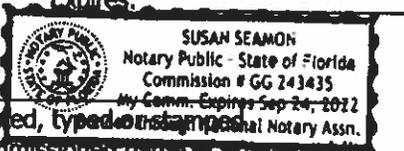
The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of May, 2022, by Pete Fernandez as President of Pete + Rais Tree Service, Inc. a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

Signature of Notary Public

Signature of Affiant

Notary Public  
State of: Florida  
My Commission  
Expires: \_\_\_\_\_



Printed, typed or stamped  
Commissioned name of notary public

Pete Fernandez  
Printed or typed name of Affiant

**BIDDER SUBMITTAL CHECKLIST  
 BID DOCUMENTS TO BE RETURNED**

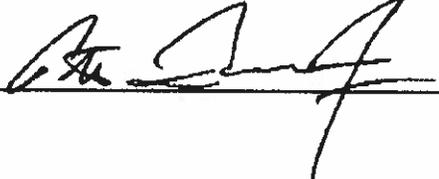
BID #: 11050622	
BID TITLE: CITYWIDE TREE SERVICE	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE        PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input checked="" type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input checked="" type="checkbox"/>
Did you fully complete the price proposal /bid response page? *	<input checked="" type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input checked="" type="checkbox"/>
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum" *	N/A <input type="checkbox"/>
Did you include bid submittals requested in section 10 of Technical Specifications?	<input checked="" type="checkbox"/>
Did you complete Attachment B – Conflict of Interest Disclosure Form?	<input checked="" type="checkbox"/>
Did you complete Attachment C – Public Record Declaration or Claim of Exemption Form?	<input checked="" type="checkbox"/>

\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".

**Requested Voluntary Information Regarding  
 Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances. (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest).  Yes  No

Firm Name: Pete + Ron's Tree Service, Inc.

Authorized signature:  Date: 5/6/22

Tampa

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 - DMI Solicited/Utilized Schedules
City of Tampa - Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 22-P-00392 Contract Name: CITYWIDE TREE SERVICE BID #11050622
Company Name: Pete Kona Tree Service Address: 4405 N. Dale Ave Tampa FL 33614
Federal ID: 59-1981074 Phone: 813-872-4444 Fax: 813-872-8328 Email: pete@ptree.com

Check applicable box(es). Detailed instructions for completing this form are on page 2 of 4.

- No Firms were contacted or solicited for this contract.
No Firms were contacted because: All work will be self performed.
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Table with 7 columns: S=SLBE, W=WMBE, O=Neither, Federal ID, Company Name, Address, Phone, Fax, Email, Type of Ownership, Trade or Services, NIGP Code, Contact Method, Quote or Response Received. The table contains a large watermark: 'Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive (Do Not Modify This Form)'.

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: [Signature] Name/Title: Pete Fernandez, Resident Date: 5/6/22

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 - DMI Solicited/Utilized Schedules

City of Tampa - Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers) (FORM MBD-20)

Contract No.: 22-P-00392 Contract Name: CITYWIDE TREE SERVICE BID #11050622
Company Name: PERKINSIRSEIMCO INC Address: 4015 N. HALL AVE TAMPA FL 33614
Federal ID: 541981074 Phone: 813874444 Fax: 813874525 Email: per@prkes.com

Check applicable box(es). Detailed instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[X] No Firms are listed to be utilized because: All work will be self performed.

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

Table with 7 columns: S=WMBE/O, Company Name/Address/Phone/Fax/Email, Type of Ownership, Trade/Services/Materials/NIGP Code, \$ Amount of Quote/Letter of Intent, Percent of Scope or Contract %.

Failure to Complete, Sign and Submit this form with your Bid or Proposal Shall render the Bid Non-Responsive. (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$

Total SLBE Utilization \$

Total WMBE Utilization \$

Percent SLBE Utilization of Total Bid/Proposal Amt. % Percent WMBE Utilization of Total Bid/Proposal Amt. %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: [Signature] Name/Title: PER FERNANDEZ, President Date: 5/6/22

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive Forms must be included with Bid / Proposal

**ATTACHMENT B – CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO

NAME(S) / POSITION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: Pete + Bois Tree Service, Inc.

BY (PRINTED NAME): Pete Fernandez

BY (SIGNATURE): 

TITLE: President

DATE: 5/4/22

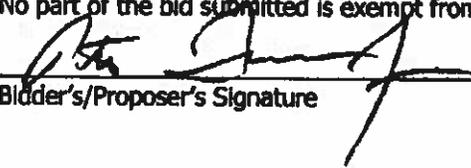
**ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

Note: Execute either section I. or II., but not both; Bidder/Proposer may not modify language. Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

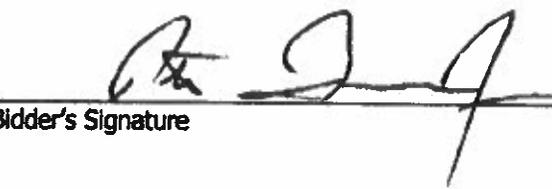
  
Bidder's/Proposer's Signature 5/6/22  
Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA**

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid is exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify and hold the City of Tampa, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

  
Bidder's Signature 5/6/22  
Date



**BIDDER SUBMITTAL CHECKLIST  
BID DOCUMENTS TO BE RETURNED**

BID #: 11050622	
BID TITLE: CITYWIDE TREE SERVICE	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	✓
Did you sign and complete MBD Forms 10 and 20? *	✓
Did you fully complete the price proposal /bid response page? *	✓
Did you complete the Bidder's Affidavit and associated notarized form? *	✓
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum" *	✓
Did you include bid submittals requested in section 10 of Technical Specifications?	✓
Did you complete Attachment B – Conflict of Interest Disclosure Form?	✓
Did you complete Attachment C – Public Record Declaration or Claim of Exemption Form?	✓

\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".

**Requested Voluntary Information Regarding  
Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances. (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest):  Yes  No

Firm Name: Mid Florida Tree Service, Inc.

Authorized signature: Timothy Jones Date: 5-4-2022

**BID RESPONSE FOR  
CITYWIDE TREE SERVICE**

<b>AWARD ITEM#</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
9100	Root Pruning (per specs)	Linear Ft	750	\$ <u>3.00</u>	\$ <u>2,250.00</u>
9200 & 9300	Hourly Labor rate for tree pruning	Hours	4,000	\$ <u>33.00</u>	\$ <u>132,000.00</u>
9400	Palm Tree pruning (per specs)	Each	500	\$ <u>65.00</u>	\$ <u>32,500.00</u>
9500-1	Tree Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ <u>25.00</u>	\$ <u>250.00</u>
9500-2	Tree Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ <u>75.00</u>	\$ <u>3,000.00</u>
9500-3	Tree Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ <u>225.00</u>	\$ <u>11,250.00</u>
9500-4	Tree Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ <u>400.00</u>	\$ <u>40,000.00</u>
9500-5	Tree Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ <u>1475.00</u>	\$ <u>147,500.00</u>
9500-6	Tree Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ <u>3200.00</u>	\$ <u>128,000.00</u>
9500-7	Tree Removal, Over 60-Inch Dia (per specs)	Each	10	\$ <u>3200.00</u>	\$ <u>32,000.00</u>
9600	Stump Removal (per specs)	Per inch	500	\$ <u>2.75</u>	\$ <u>1,375.00</u>
9700-1	Tree and Stump Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ <u>26.00</u>	\$ <u>260.00</u>
9700-2	Tree and Stump Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ <u>76.00</u>	\$ <u>3,040.00</u>
9700-3	Tree and Stump Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ <u>226.00</u>	\$ <u>11,300.00</u>
9700-4	Tree and Stump Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ <u>401.00</u>	\$ <u>40,100.00</u>
9700-5	Tree and Stump Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ <u>1476.00</u>	\$ <u>147,600.00</u>
9700-6	Tree and Stump Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ <u>3201.00</u>	\$ <u>128,040.00</u>
9700-7	Tree and Stump Removal, Over 60-Inch Dia (per specs)	Each	10	\$ <u>3201.00</u>	\$ <u>32,010.00</u>
9800	Debris Removal (per specs)	Per ton	30	\$ <u>150.00</u>	\$ <u>4,500.00</u>
9900	Emergency Response Compensation (per specs)	Each	100	\$ <u>200.00</u>	\$ <u>20,000.00</u>
	Hourly rate for certified Arborist	hours	100	\$ <u>125.00</u>	\$ <u>12,500.00</u>
	Hourly rate for Additional Safety Personnel	hours	100	\$ <u>30.00</u>	\$ <u>3,000.00</u>

Company Name: Mid Florida Tree Service, Inc.

Authorized Signature: Timothy Jones

Date: 5-4-2022

**BID RESPONSE PAGE FOR  
CITYWIDE TREE SERVICE**

**HAULING FEE PER TREE**

Note: Per Section 2.4 of the Technical Specification, when vehicle access is greater than the 150 ft limit, an *additional fee* for hauling shall be included as listed on the bid response page (below).

<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
6"- 12" diameter greater than 150' but less than 500'	\$ <u>150.00</u>
6"- 12" diameter greater than 500' but less than 1000'	\$ <u>200.00</u>
13"- 18" diameter greater than 150' but less than 500'	\$ <u>300.00</u>
13"- 18" diameter greater than 500' but less than 1000'	\$ <u>400.00</u>
19"- 24" diameter greater than 150' but less than 500'	\$ <u>800.00</u>
19"- 24" diameter greater than 500' but less than 1000'	\$ <u>900.00</u>
25"- 30" diameter greater than 150' but less than 500'	\$ <u>1,000.00</u>
25"- 30" diameter greater than 500' but less than 1000'	\$ <u>1,200.00</u>
31"- 36" diameter greater than 150' but less than 500'	\$ <u>1,500.00</u>
31"- 36" diameter greater than 500' but less than 1000'	\$ <u>1,700.00</u>
Over 36" diameter greater than 150' but less than 500'	\$ <u>2,000.00</u>
Over 36" diameter greater than 500' but less than 1000'	\$ <u>2,400.00</u>

Company Name: Mid Florida Tree Service, Inc.

Authorized Signature: Timothy Jones

Date: 5-4-2022

## BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Timothy Jones

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant

**FOR AN ENTITY**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 4<sup>th</sup> day of May, 2022, by Timothy Jones, as Vice President, of Mid Florida Tree Service, Inc. a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: personally known

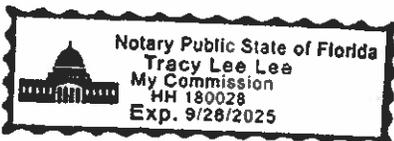
Signature of Notary Public

Signature of Affiant

Notary Public  
State of: Florida  
My Commission  
Expires: 9/28/25

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant







**ATTACHMENT B – CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO

NAME(S) / POSITION(S)

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FIRM NAME: Mid Florida Tree Service, Inc.

BY (PRINTED NAME): Timothy Jones

BY (SIGNATURE): Timothy Jones

TITLE: Vice President

DATE: 5-4-2022

**ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

**Note:** Execute either section I. or II., but not both; Bidder/Proposer may not modify language.  
Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions, Section 1. General Information, Subsection 1.4 Florida Public Records Law.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Timothy Jones  
Bidder's/Proposer's Signature

5-4-2022  
Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA**

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid is exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify and hold the City of Tampa, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**MID-FLORIDA TREE SERVICE**  
**11704 JACKSON ROAD**  
**THONOTOSASSA, FLORIDA 33592**  
**PH: 813- 986-2258**  
**FAX: 813-986-0530**  
**EMERGENCY: 813-727-1833**  
**EMAIL: [treeinfo@midfloridatreeservice.com](mailto:treeinfo@midfloridatreeservice.com)**  
**WEBSITE: [www.midfloridatreeservice.com](http://www.midfloridatreeservice.com)**

**Summary:**

Mid-Florida Tree Service has a reputable, performance-driven staff with expertise and experience working with high profile, commercial companies and public agencies throughout the Tampa Bay area. Our company has been serving the Tampa Bay area for 46 years and is in good standings with the better business bureau. We have a proven track record of completing multiple projects simultaneously, in a timely and safe manner.

**Overview of Qualifications:**

- 61 full-time employees
- Fully functioning office with upper management staff, multiple secretaries, accounting and invoicing staff
- Six 6-12 man crews that are radio dispatched
- 24-hour emergency service
- Three Certified Arborists on staff
- Two Professional Mangrove Trimmers (PMT) on staff
- M.O.T "Intermediate Level" Certified Foreman
- Safety policy and training programs in place for all employees
- Currently uphold the Tree Trimming and Removal Services contract with Polk County, Hillsborough County Public Schools, and City of Tampa. We also serve City of Temple Terrace.

**Equipment:**

- 8 fleet trucks
- 4 chip trucks
- 9 wood chippers
- 11 log trucks
- 6 bucket/forestry unit trucks
- 1 Vermeer root pruner
- 1 portable stump grinder
- 2 large deep cut stump grinders
- 2 loaders with grapple

**Certifications:**

- Three ISA Arborist certifications
- M.O.T. certification

**BID RESPONSE  
FOR  
CITYWIDE TREE SERVICE**

*Please Print or Type*

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

**\*\*\*\*SEE ATTACHED LISTING\*\*\*\***

Firm Name: Advanced Arborist, LLC  
Authorized Representative's Name: Alisha Kidder  
Authorized Representative's Title: Owner  
Address: 10316 Goldenbrook Way  
City: Tampa State: FL Zip: 33647-2929  
Telephone No.: 813.406.5413 Fax No.: 813.406.5413 Email: advancedarborist22@gmail.com  
Federal I.D. #: 88-1170961

Type Organization:     Individual     Small Business     Non-Profit  
                                   Partnership     Corporation         Joint Venture

Business is licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida:  
 Yes     No    License # L22000088446

Minority Business Status:     Black         Hispanic         Woman         Other

Is your business certified as a minority business with any government agency?     Yes     No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

**Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.**

**By signing this bid the Bidder complies with all of the requirements of the bid including but not limited to Communication Policy and City of Tampa Ethics Code contained in Section 4 of the GENERAL CONDITIONS.**

Authorized Signature: Alisha Kidder Date: 05/02/2022

## BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Alisha Kidder

AFFIANT'S NAME

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.
2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Bidder has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.
6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.
8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

**FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public

Signature of Affiant

Notary Public  
State of: \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

Printed, typed or stamped  
Commissioned name of notary public

Printed or typed name of Affiant

**FOR AN ENTITY**

State of Florida  
County of Hillsborough

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization this 6 day of May, 2022 by Alisha Sullivan, as owner of Advanced Arborist a  Partnership,  Joint Venture,  Corporation,  Limited Liability Company (LLC) or  Other \_\_\_\_\_, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: \_\_\_\_\_

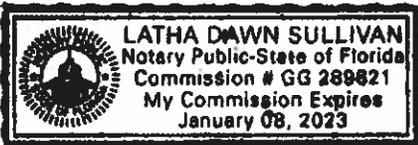
Latha Dawn Sullivan  
Signature of Notary Public

Alisha J. Kidder  
Signature of Affiant

Notary Public  
State of: FL  
My Commission  
Expires: 01.08.2023

Latha Dawn Sullivan  
Printed, typed or stamped  
Commissioned name of notary public

Alisha J. Kidder  
Printed or typed name of Affiant



**BID RESPONSE FOR  
CITYWIDE TREE SERVICE**

AWARD ITEM#	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL PRICE
9100	Root Pruning (per specs)	Linear Ft	750	\$ <u>3.00</u>	\$ <u>2,250.00</u>
9200 & 9300	Hourly Labor rate for tree pruning	Hours	4,000	\$ <u>49.00</u>	\$ <u>196,000.00</u>
9400	Palm Tree pruning (per specs)	Each	500	\$ <u>32.00</u>	\$ <u>16,000.00</u>
9500-1	Tree Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ <u>49.00</u>	\$ <u>490.00</u>
9500-2	Tree Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ <u>72.00</u>	\$ <u>2,880.00</u>
9500-3	Tree Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ <u>179.00</u>	\$ <u>8,950.00</u>
9500-4	Tree Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ <u>385.00</u>	\$ <u>38,500.00</u>
9500-5	Tree Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ <u>1,189.00</u>	\$ <u>118,900.00</u>
9500-6	Tree Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ <u>2,650.00</u>	\$ <u>106,000.00</u>
9500-7	Tree Removal, Over 60-Inch Dia (per specs)	Each	10	\$ <u>3,250.00</u>	\$ <u>32,500.00</u>
9600	Stump Removal (per specs)	Per Inch	500	\$ <u>2.75</u>	\$ <u>1,375.00</u>
9700-1	Tree and Stump Removal, 2-Inch through 6-Inch Dia. (per specs)	Each	10	\$ <u>39.00</u>	\$ <u>390.00</u>
9700-2	Tree and Stump Removal, 7-Inch through 12-Inch Dia. (per specs)	Each	40	\$ <u>75.00</u>	\$ <u>3,000.00</u>
9700-3	Tree and Stump Removal, 13-Inch through 18-Inch Dia. (per specs)	Each	50	\$ <u>222.00</u>	\$ <u>11,100.00</u>
9700-4	Tree and Stump Removal, 19-Inch through 24-Inch Dia. (per specs)	Each	100	\$ <u>389.00</u>	\$ <u>38,900.00</u>
9700-5	Tree and Stump Removal, 25-Inch through 36-Inch Dia. (per specs)	Each	100	\$ <u>1,054.00</u>	\$ <u>105,400.00</u>
9700-6	Tree and Stump Removal, 37-Inch through 60-Inch Dia. (per specs)	Each	40	\$ <u>1,725.00</u>	\$ <u>69,000.00</u>
9700-7	Tree and Stump Removal, Over 60-Inch Dia (per specs)	Each	10	\$ <u>2,190.00</u>	\$ <u>1,900.00</u>
9800	Debris Removal (per specs)	Per ton	30	\$ <u>75.00</u>	\$ <u>2,250.00</u>
9900	Emergency Response Compensation (per specs)	Each	100	\$ <u>95.00</u>	\$ <u>9,500.00</u>
	Hourly rate for certified Arborist	hours	100	\$ <u>10.00</u>	\$ <u>1,000.00</u>
	Hourly rate for Additional Safety Personnel	hours	100	\$ <u>49.00</u>	\$ <u>4,900.00</u>

Company Name: Advanced Arborist, LLC

Authorized Signature: Michael Kretzer

Date: 05/02/2002

**BID RESPONSE PAGE FOR  
CITYWIDE TREE SERVICE**

**HAULING FEE PER TREE**

Note: Per Section 2.4 of the Technical Specification, when vehicle access is greater than the 150 ft limit, an *additional fee* for hauling shall be included as listed on the bid response page (below).

DESCRIPTION	UNIT PRICE
6"- 12" diameter greater than 150' but less than 500'	\$ <u>75.00</u>
6"- 12" diameter greater than 500' but less than 1000'	\$ <u>9</u>
13"- 18" diameter greater than 150' but less than 500'	\$ <u>128.00</u>
13"- 18" diameter greater than 500' but less than 1000'	\$ <u>212.00</u>
19"- 24" diameter greater than 150' but less than 500'	\$ <u>273.00</u>
19"- 24" diameter greater than 500' but less than 1000'	\$ <u>359.00</u>
25"- 30" diameter greater than 150' but less than 500'	\$ <u>341.00</u>
25"- 30" diameter greater than 500' but less than 1000'	\$ <u>51.00</u>
31"- 36" diameter greater than 150' but less than 500'	\$ <u>61</u>
31"- 36" diameter greater than 500' but less than 1000'	\$ <u>719.00</u>
Over 36" diameter greater than 150' but less than 500'	\$ <u>921.00</u>
Over 36" diameter greater than 500' but less than 1000'	\$ <u>1,372.00</u>

Company Name: Advanced Arborist, LLC

Authorized Signature: Alison K. Redder Date: 05/02/2022

**BIDDER SUBMITTAL CHECKLIST  
 BID DOCUMENTS TO BE RETURNED**

BID #: 11050622	
BID TITLE: CITYWIDE TREE SERVICE	
<b>THE FOLLOWING FORMS MUST BE INCLUDED IN BID PACKAGE        PLEASE ACKNOWLEDGE BY ANSWERING "YES"</b>	
	<b>YES</b>
Did you sign your bid? *	<input checked="" type="checkbox"/>
Did you sign and complete MBD Forms 10 and 20? *	<input checked="" type="checkbox"/>
Did you fully complete the price proposal /bid response page? *	<input checked="" type="checkbox"/>
Did you complete the Bidder's Affidavit and associated notarized form? *	<input checked="" type="checkbox"/>
If an addendum has been issued that changed the Bid Response Page(s), did you provide pricing on the pages marked "Addendum" *	<input checked="" type="checkbox"/>
Did you include bid submittals requested in section 10 of Technical Specifications?	<input checked="" type="checkbox"/>
Did you complete Attachment B – Conflict of Interest Disclosure Form?	<input checked="" type="checkbox"/>
Did you complete Attachment C – Public Record Declaration or Claim of Exemption Form?	<input checked="" type="checkbox"/>

\* Failure to submit these forms shall result in your bid being deemed as "non-responsive".

**Requested Voluntary Information Regarding  
 Bidder's Initial Employment Application Content**

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances. (Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest):  Yes  No

Firm Name: Advanced Arborist

Authorized signature: *Alvin J. Kutter* Date: 05.02-2022



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**

**Page 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)  
(FORM MBD-10)**

Contract No.: 22-P-00392 Contract Name: CITYWIDE TREE SERVICE BID #11050622  
Company Name: Advanced Arborist, LLC Address: 10316 Goldenbrook Way, TPA 33647  
Federal ID: 88-117-0961 Phone: 813-406-5413 Fax: 813-406-5413 Email: advancedarborist22@gmail.com  
**NOTIFY BEFORE SENDING FAX**

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because:

See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

**Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses**

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
Federal ID					

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive  
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: Alisha Kidder Name/Title: Alisha Kidder/owner Date: 05/02/2022

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
Forms must be included with Bid / Proposal**

MBD 10 rev./effective 02/2016



**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**  
**Page 3 of 4 – DMI Solicited/Utilized Schedules**  
**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)**  
**(FORM MBD-20)**

Contract No.: 22-P-00392 Contract Name: CITYWIDE TREE SERVICE BID #11050622  
 Company Name: Advanced Arborist, LLC Address: 10316 Goldenbrook Way, TPA, FL 33647  
 Federal ID: 88-1170961 Phone: 813-406-5413 Fax: 813-406-5413 Email: Advanced.arborist.22@gmail.com  
 NOTIFY BEFORE SENDING FAX

Check applicable box(es). Detailed instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O=Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
Federal ID					

Failure to Complete, Sign and Submit  
 this form with your Bid or Proposal  
 Shall render the Bid Non-Responsive.  
 (Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
 Total SLBE Utilization \$ \_\_\_\_\_  
 Total WMBE Utilization \$ \_\_\_\_\_  
 Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.  
 Signed: Alisha Kidder Name/Title: Alisha Kidder / owner Date: 05/02/2022

**Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive**  
**Forms must be included with Bid / Proposal**

**ATTACHMENT B – CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member\* or close personal relation\*\* of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest\*\*\*, etc., of their business.

\*Immediate family means spouse, parents and children of the person involved.

\*\*Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

\*\*\*Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO X

NAME(S) / POSITION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: Advanced Arborist, LLC

BY (PRINTED NAME): Alisha Kidder

BY (SIGNATURE): 

TITLE: Owner

DATE: 05/02/2022

**ATTACHMENT C - PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

Note: Execute either section I. or II., but not both; Bidder/Proposer may not modify language. Information regarding the Florida Public Records Law can be located in the RFP under Section II. General Conditions. Section 1. General Information, Subsection 1.4 Florida Public Records Law.

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Alison J. Kudder  
Bidder's/Proposer's Signature

05/02/2022  
Date

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND THE CITY OF TAMPA**

The following parts of the bid submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and statutory citation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By claiming that parts of the bid is exempt from the public records law, the undersigned Bidder agrees to protect, defend, indemnify and hold the City of Tampa, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned Bidder agrees to investigate, handle respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the City of Tampa and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

**ALL FIRMS ON BID LIST**

**REF:** City of Tampa **BID**, dated **APRIL 13, 2022**  
BID for Furnishing: **11050622**  
**CITYWIDE TREE SERVICE**  
To Be Opened: **MAY 6, 2022 AT 2:30 PM**  
**SUBJECT: ADDENDUM NO. 1 APRIL 29, 2022**

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**Please make the following change(s) on the above stated subject:**

1. There were many sections in the bid document where reference is made to a different section in the bid document. Several of the section numbers referenced were incorrect. The below is a listing of the correct section # references. **Please replace the original bid references with the following:**
  - **4.10 BASIS OF AWARD.** The City of Tampa reserves the right to award this as detailed in **Section 10.10** of the technical specifications.
  - **9.7 SURFACE RESTORATION.** Where work is performed in existing grassed areas, the grassed areas shall be restored as specified or directed by sodding or grassing. Such restoration of grassed areas shall conform to the requirements of **Section 9.18, Lawn Replacement.**
  - **9.17 RESPONSE TIME.** The Awardee must respond to work requests and emergencies within the time frame listed in the **Subsections 9.17.1 and 9.17.2.**
  - **9.18 LAWN REPLACEMENT.** Except in the process of stump removal outlined in **Sections 9.23 and 9.23.1,**
  - **9.22.2 PERMITS.** The Awardee shall contact the Urban Forestry Manager or designee to receive an exemption if the tree work is within a City right-of-way as referenced in the Tree and Landscape Code Chapter 27. **(See Section 9.20.1)**
  - **10.1 AWARD ITEM 9100 - ROOT PRUNING.** The Awardee shall furnish all labor, materials, equipment and services to prune the tree roots as indicated by Work Order, specified, and directed by the Contract Monitor. Root pruning shall conform to the requirements of **Section 9.20** of the technical specifications for Root Pruning.
  - **10.2 AWARD ITEM 9200 - TREE PRUNING (2 man crew).** The Awardee shall furnish all labor, materials, equipment, and services to prune trees as indicated by Work Order, specified, and directed by the Contract Monitor. Tree pruning shall conform to the requirements of **Section 9.21** of the Technical Specifications for Tree Pruning.
  - **10.3 AWARD ITEM 9300 - TREE PRUNING (5 man crew).** The Awardee shall furnish all labor, materials, equipment, and services to prune trees as indicated by Work Order, specified, and directed by the Contract Monitor. This award items is specifically for tree pruning work that requires maintenance of traffic. Tree pruning shall conform to the requirements of **Sections 9.7 and 9.21** of the Technical Specifications for Maintenance of Traffic and Tree Pruning.
  - **10.4 AWARD ITEM 9400 - PALM TREE PRUNING.** The Awardee shall furnish all labor, materials, equipment, and services to prune palms as indicated by Work Order, specified, and directed by the Contract Monitor. Palm pruning shall conform to the requirements of **Section 9.22** of the Technical Specifications for Palm Pruning.

- **10.5 AWARD ITEM 9500 SERIES - TREE REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the tree, and debris as indicated by Work Order, specified, and directed by the Contract Monitor. Tree removal shall conform to the requirements of **Sections 9.23 and 9.25** of the Technical Specifications for Tree Removal and Debris Removal.
- **10.6 AWARD ITEM 9600 - STUMP REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the stump as indicated by Work Order, specified, and directed by the Contract Monitor. Stump removal shall conform to the requirements of **Section 9.24** of the Technical Specifications for Stump Removal.
- **10.7 AWARD ITEM 9700 SERIES - TREE AND STUMP REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the tree, stump and debris as indicated by Work Order, specified, and directed by the Contract Monitor. Tree removal shall conform to the requirements of **Sections 9.23, 9.24 and 9.25** of the Technical Specifications for Tree Removal, Stump Removal and Debris Removal.
- **10.8 AWARD ITEM 9800 - DEBRIS REMOVAL.** The City may have a need for removal of debris that is in addition to the regular debris removal specified in **Sections 10.1 through 10.7**. This additional debris removal shall be billed as a separate charge to the City. The Awardee shall furnish all labor, materials, equipment and services to remove the debris as indicated by Work Order, specified, and directed by the Contract Monitor. Debris removal shall conform to the requirements of **Section 9.25** of the Technical Specifications for Debris Removal.
- **BIDDER SUBMITTAL CHECKLIST.** Did you include bid submittals requested in **Section 9.12** of Technical Specifications?
- **HAULING FEE PER TREE.** Note: Per **Section 10.5** of the Technical Specification

2. As a **clarification**, section **7.3 DAVIS-BACON ACT** states, "If applicable to this contract, the AWARDEE agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Awardee is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor." Currently, **there is no prevailing wage law under Florida State law**. There is no state or federal requirement that Davis-Bacon and Related Acts (DBRA) or any "prevailing wage" be paid by the state, counties or cities in Florida.

If you have submitted a bid prior to the bid deadline and need to have it returned to you, please submit this request in writing on company letterhead to the Purchasing Department.

Acknowledgement of this Addendum is not required.

Sincerely,



Gregory K. Spearman, CPPO, NIGP-CPP  
Director of Purchasing



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

**ALL FIRMS ON BID LIST**

**REF:** City of Tampa **BID**, dated **APRIL 13, 2022**  
BID for Furnishing: **11050622**  
**CITYWIDE TREE SERVICE**  
To Be Opened: **MAY 6, 2022 AT 2:30 PM**  
**SUBJECT: ADDENDUM NO. 2 APRIL 29, 2022**

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**Please make the following change(s) on the above stated subject:**

1. Under Section **10.10.5 MULTIPLE SIZE TREE REMOVALS OR MULTIPLE TASK TREE SERVICE OVER \$5,000.00**, please **add** the following bullet point:
  - Company shall provide written quote referencing their per unit bid prices for each removal (x quantity), hourly bid price rate for tree pruning (x number of labor hours) and any additional services required for the project such as specialized equipment rental, additional safety personnel, etc.

If you have submitted a bid prior to the bid deadline and need to have it returned to you, please submit this request in writing on company letterhead to the Purchasing Department.

Acknowledgement of this Addendum is not required.

Sincerely,

Gregory K. Spearman, CPPO, NIGP-CPP  
Director of Purchasing



**City of Tampa**  
*Jane Castor, Mayor*

**Purchasing Department**  
**Gregory K. Spearman, CPPO, NIGP-CPP, Director**  
306 E. Jackson Street, 2E  
Tampa, Florida 33602

Office (813) 274-8351  
Fax: (813) 274-8355

April 13, 2022

**INVITATION TO BID**

Sealed Bids for the furnishing of **BID NO. 11050622, CITYWIDE TREE SERVICE** will be received by the Director of Purchasing, City of Tampa, until **MAY 6, 2022 AT 2:30 PM**, then be opened and read. . A **NON-MANDATORY PRE-BID MEETING** will be held at **9:00 AM APRIL 27, 2022 at City of Tampa Parks and Recreation Offices, 3402 W. Columbus Drive, Tampa, Florida 33607** to discuss the above referenced subject. **PLEASE BRING A COPY OF THIS BID TO THE PRE-BID MEETING.**

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARquest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

This bid shall include a Bid Discount provision for City certified SLBEs or eligible WMBEs that meet the "Underutilized" designation within the industry category for this solicitation. The Industry Category is **-NON-PROFESSIONAL SERVICES**. The City of Tampa's WMBE policies are narrowly-tailored to identify **Underutilized** WMBEs by industry category (per City's MBD Form-70). Bidders/Proposers who are certified SLBE or certified in the **Underutilized** WMBE category for the work/ scope detailed herein are eligible for a bid discount. In all cases, the Bidder/Proposer must be WMBE and/or SLBE certified prior to the opening date and time of the bid/proposal. As proof of certification, include copies of City of Tampa WMBE and SLBE certificates in the bid/proposal. Details of the bid discount policy are described on Page 11, Section 4.44 of this bid.

It is hereby made a part of this Invitation for Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County. (A list of these entities is enclosed with this package).

Attached are important instructions and specifications regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

Questions regarding this bid should be referred to **Blake Leonard, CPPB, Certified Senior Procurement Analyst**, by email: [blake.leonard@tampagov.net](mailto:blake.leonard@tampagov.net). Questions pertaining to the Bid document will be accepted up to five days prior to the scheduled opening date and time referenced above. Per the City of Tampa's Communication Policy during any solicitation period prior to final award approval by the Purchasing Department and/or City Council, including any protest and/or appeal, there should be no contact with City officials or employees, other than with the individual listed above, the Director of Purchasing or the Legal Department, permitted from any Bidder. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope with the Bidder's name and return address indicated. **Type or print the Bid Number and Bid Title on the carrier envelope.** Address the bid envelope as follows:

Purchasing Department  
Tampa Municipal Office Building, 2<sup>ND</sup> Floor\*  
306 E. Jackson Street  
Tampa, Florida 33602

(This address is appropriate for mailing,  
hand delivery and express mail.)

The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Bids shall be accepted no later than the time and date specified on the **INVITATION TO BID**. The Bid Opening shall be thereafter and open to the Public. All bids received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

Submittals may be sent electronically via the Internet as an attachment to an email addressed to [BidControl@Tampagov.net](mailto:BidControl@Tampagov.net). The subject line of the email should include the Bid number and title. **To ensure that an electronic submittal is received by the opening date and time listed above it is recommended that the Bidder/Proposer submit their documents no less than 30 minutes prior to the deadline. VERIFICATION OF THE CITY'S RECEIPT OF A BID SUBMITTED ELECTRONICALLY IS THE BIDDER/PROPOSER'S RESPONSIBILITY. To verify receipt of submittals sent electronically, Bidders/Proposers may contact the Purchasing Department at 813-274-8351. Any submittal received after the deadline will not be considered.**

**STATEMENT OF NO BID  
WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US**

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposal packages to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

**INSTRUCTIONS TO BIDDER**

**EXECUTED, SEALED BID:** For hardcopy submittals, Bidder should submit the original of the bid response form, the Bidder's Affidavit form and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the Bidder.

City of Tampa bids are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining bids through Demandstar will ensure that vendor will have the following capabilities: receipt of bids electronically, track the status of bid award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of bid awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the bid packages may be incomplete. The City will not accept incomplete bids. Contact Demandstar at 800-711-1712 or visit [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit [www.DemandStar.com/supplier](http://www.DemandStar.com/supplier) for more information.

Bidders discovering any ambiguity, conflict, discrepancy, omission or other error in this BID, shall immediately notify the City of such error in writing and request modification or clarification of the BID. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Bidders who received an original BID from DemandStar

(Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to this BID opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the BID prior to submitting the bid or it shall be deemed waived.

Bid tabulations (results) will be posted to DemandStar and made available to bidders after the scheduled public opening of the sealed bids.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to the all provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

**GENERAL CONDITIONS FOR  
CITYWIDE TREE SERVICE**

**1. SCOPE AND CLASSIFICATION**

**1.1 SCOPE.** This specification describes Citywide Tree Service, including **certified arborist support, tree pruning and tree removal services**, for the use of the various departments of the City of Tampa.

**1.2 CLASSIFICATION.** The classification shall be as contained in the technical portion of this specification listed herein below.

**2. QUALITY ASSURANCE PROVISIONS**

**2.1 TEST AND INSPECTION.** It shall be the Awardee's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the award. The City of Tampa reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.

**2.2 QUALITY AND QUALITY CONTROL.** A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased. Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the supplier's invoice shall be reported immediately to the Director of Purchasing.

**3. AWARDEE LIABILITY**

**3.1 NEXT LOW BIDDER.** In the event of default by the Awardee, the City of Tampa reserves the right to utilize the next lowest Bidder as the new Awardee. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its proposal or bid for this specification.

**4. CONDITIONS**

**4.1 AUTHORIZATION.** All orders shall be placed via City of Tampa Purchase Orders, or as releases against a City of Tampa "Open" Purchase Order. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.** As relating to the Government Purchasing Council of Hillsborough County, any member may place orders as dictated by its individual entity's preference.

**4.2 FURNISHING BID ITEMS.** Award items are to be furnished on an "as needed, when needed basis" during the life of the award.

**4.3 ALTERNATE BIDS.** Bidders shall, as to each item listed on the Bid Response Pages, submit only one bid.

**4.4 PENALTIES.** The City of Tampa reserves the right to increase or decrease quantities shown without penalty.

**4.5 ADDITION/DELETION.** The City of Tampa reserves the right to add to or delete any item from this bid or resulting award when deemed to be in the best interest of the City of Tampa.

**4.6 DELIVERY.** Materials ordered shall be delivered within 10 working days ARO (After Receipt of Order). Failure to do same shall be considered breach of award or default, and the City of Tampa shall utilize its options as stated within this specification.

**4.7 QUANTITIES.** The City shall not be required to purchase any minimum or maximum quantities during the term of any award resulting from this specification.

**4.8 BID PRICES.** Bid prices shall be firm and shall not be amended after the date and time of the bid opening. Any attempt by the Awardee to amend said bid prices shall constitute default as outlined in this specification.

Prices quoted in the Proposal and Bid Response form shall include all shipping costs, shipped F.O.B. Tampa, Florida or to the facility location specified by the requestor or the purchase order.

**4.15 SUBSTITUTION.** The Awardee shall not substitute items for like items without the approval of the City. Any violation of such procedures may result in a possible award cancellation. All approved substitutes shall be annotated as such on the Awardee's shipping document(s).

**4.16 PERFORMANCE.** The Awardee may be required to furnish evidence in writing that he or she maintains a permanent place of business and has adequate equipment, finances, personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide necessary services.

**4.17 INSPECTION.** The City of Tampa reserves the right to inspect the Bidder's place of business and equipment prior to awarding any award to determine the responsibility of said Bidder to perform or provide the requirements of the bid request.

**4.18 AWARD CHANGES.** No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

**4.19 ASSIGNMENT.** To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Awardee will not relieve the Contractor from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Awardee shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Awardee. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Awardee's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a bid/proposal to a bidder/proposer, which has disclosed its intent to assign or subcontract in its response to the ITB/RFP, without exception shall constitute approval for purposes of this award.

**4.20 DEFAULT/RE-AWARD.** Any award resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Awardee upon non-performance or violation of award terms, including the failure of the Awardee to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event an award is cancelled because of the default of the Awardee, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next lowest bidder and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

**4.21 CANCELLATION.** When deemed to be in the best interest of the City of Tampa, any awards or contracts resulting from this specification may be cancelled by the following means:

**4.21.1** 10-day written notice with cause; or

**4.21.2** 30-day written notice without cause.

**4.22 REJECTION.** The City of Tampa reserves the right to cancel, reject any and/or all bids, or to waive any irregularities and accept that bid which is the lowest and best.

**4.23 GOVERNMENT PURCHASING COUNCIL.** Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.24 USE OF CONTRACT BY OTHER GOVERNMENTAL AGENCIES.** Unless otherwise stipulated by the Bidder in its proposal, the Bidder agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Bidder. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Bidder as a result of this Bid.

**4.25 USE OF STATE CONTRACT, GPC, OR COOPERATIVE PURCHASING BIDS.** The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

**4.26 CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award/contract to provide any goods or services to a public entity, may not submit a bid on an award/ contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

**4.27 FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. Using **Attachment C – Public Records Declaration or Claim of Exemption**, Bidders are required to acknowledge whether or not they are asserting that certain information in its Bid is confidential and/or proprietary and/or exempt from public disclosure. If the Bidder is asserting that certain information in its Bid is confidential and/or proprietary, on Attachment C, the Bidder is required to also do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Bidder's other Bid documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other Bid documents. Bidder is advised that failure to follow the aforementioned instructions may result in

Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.\*

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

**\*Note: The City will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Bidder's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Bid submittal as "non-responsive".**

**4.27.1** In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**4.27.2** In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section

119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

**4.27.3** The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Awardee agrees to comply with Florida's Public Records Law, including the following:

1. Awardee shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Awardee shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the award, Awardee shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Awardee or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Awardee transfers all public records to the City upon completion (or earlier termination) of the award, Awardee shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee keeps and maintains public records upon completion (or earlier termination) of the award, Awardee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Awardee to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Awardee until records are received as provided herein.
6. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, [COTPurchasingPRR@tampagov.net](mailto:COTPurchasingPRR@tampagov.net), AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2<sup>ND</sup> FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

**4.28 PROCUREMENT PROTEST PROCEDURES.** A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual bidder or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed. All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

**4.29 LAWS, CODES AND ORDINANCES.** The Successful Bidder/Proposer shall comply with all Federal, State, County and City laws, rules and regulations as applicable to this bid.

**4.30 AUDIT RIGHTS.** Awardee/Successful Proposer/Contractor agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee/Successful Proposer/Contractor related to Awardee's/Successful Proposer's/Contractor's performance under the contract. Awardee/Successful Proposer/Contractor shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee/Successful Proposer/Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee/Successful Proposer/Contractor must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee/Successful Proposer/Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee/Successful Proposer/Contractor. Awardee/Successful Proposer/Contractor shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

**4.31 CITY OF TAMPA ETHICS CODE.** The Bidder shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Bidder responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Awardee shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances). Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

**4.32 SCRUTINIZED COMPANIES.** Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Bidder submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Awardee has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Awardee notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

**4.33 CONTRACT LITIGATION/LEGAL PROCEEDINGS.** The Bidder shall identify any conditions (i.e. bankruptcy, pending and/or existing litigation, planned office closures, impending merger/acquisition) that may impede the Proposer's ability to perform the services set forth in this Bid. Bidder shall provide in detail information on the nature and magnitude of any litigation or proceeding whereby, currently or during the past five (5) years, a court or any administrative agency has ruled against the company in any matter related to the professional activities of the company. This shall include any class actions wherein your company was named, industry investigations by Attorneys General, in addition to individual cases.

Bidder shall identify any pending lawsuits, past litigation relevant to subject matter of this Bid or litigation involving any unauthorized release of client confidential information, providing a statement of any litigation or pending lawsuits that have been filed against the Bidder's company currently or within the last five (5) years. If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

Bidder shall provide information concerning any current or past bankruptcy proceedings currently or within the last five (5) years for any voluntary or involuntary declarations of bankruptcy concerning the company, partner or subsidiary, subcontractors, or any corporate officer with details of such proceedings.

Bidder must also provide information as to whether the Proposer or an affiliate of Bidder is currently or has in the last five (5) years ever pledged any interest in all or any portion of any current or future payment as collateral, including for example as part of an accounts receivable factoring program. If yes, please provide information identifying the type of arrangement, date of the arrangement, and name of the party to whom the interest was pledged.

**4.34 MINIMUM WAGE AMENDMENT.** The Awardee shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida.

The rate of wages for all persons employed by the Awardee on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188).

**4.35 DATA COLLECTION.** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

**4.36 INVOICING.** The Awardee shall furnish the City complete itemized invoices for the services performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal document on the bid response/pricing sheets. The City will not accept an aggregate invoice. As part of the award process, the City may

request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- Purchase order number;
- Location and dates of delivery of goods;
- Cost of goods as stated on Bid Response and extended price to reflect total cost.

At the time of submission of its invoices, the Awardee shall submit to the CITY a report on Form MBD-30, "DMI-Payments" of all sub-contract contract amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Awardee uses any WMBE and/or SLBE sub-contractors, the Awardee shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Awardee intends to utilize.

- Form MBD-30 DMI Sub-(Contractors/Consultant/Suppliers) Payments
- Form MBD-40 Letter of Intent (LOI)

**4.37 SUB-CONTRACTING SUBMITTALS.** No Awardee shall assign the award or any rights or obligations thereunder without the written consent of the City. **The Awardee shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Awardee agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

**These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.**

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

**4.38 GOVERNING LAW/VENUE.** The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this solicitation, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

**4.39 PAYMENT.** Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, et. seq., the Local Prompt Payment Act. Bidders that accept Visa/MasterCard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at [acctspayable@tampagov.net](mailto:acctspayable@tampagov.net).

**4.40 EMPLOYEE VERIFICATION.** In accordance with Section 448.095, Florida Statutes, the Awardee agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award for the services specified in the award. The Awardee must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award term. If the Awardee enters into a contract with a subcontractor, the subcontractor must provide the Awardee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee shall maintain a copy of such affidavit for the duration of the award. If the City has a good faith belief that the Awardee

has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the award with the Awardee, and the Awardee may not be awarded a contract with the City for at least 1 year after the date on which the award was terminated. The Awardee is liable for any additional costs incurred by the City as a result of the termination of the award. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Awardee has otherwise complied with the law, the City shall promptly notify the Awardee and order the Awardee to immediately terminate the award with the subcontractor.

**4.41 CONFLICT OF INTEREST.** The City requires that the Bidder provide professional, objective, and impartial advice and at all times hold the City's interest(s) paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Bidder shall not be considered for award. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its award.

Any such interests on the part of the Bidder or their employees, must be disclosed in writing to the City on **ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. Also, the Bidder is aware of the conflict of interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

**4.42 AWARDEE BACKGROUND CHECKS.** When assigning employees to work on City property, the Awardee shall check the backgrounds of each employee and notify the City's Employment Services Manager prior to assignment if candidates fall into one or more of the following categories:

- Unable to pass 8 Panel Drug Screen
- Has a felony or misdemeanor conviction involving violence, weapons or crimes against a public official
- Is a former City of Tampa employee

**4.43 PRICE ESCALATION/DE-ESCALATION.** The City of Tampa will allow a price escalation/de-escalation provision within this award.

The original bid prices shall be firm for a 1-year minimum period. A price escalation/de-escalation will be allowed 1 year after the beginning of the award period and at 1-year intervals thereafter, provided the Awardee notifies the City of Tampa, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the effective date of the price escalation/de-escalation. The price escalation percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics. **Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.**

If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Awardee has not passed the decrease on to the City of Tampa, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Tampa Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Tampa further reserves the right to utilize any and/or all options as stated herein.

Notwithstanding the aforementioned, for increases in pricing that exceed the limits as set forth above, through no fault of the Awardee, will be handled by the City on a case by case basis. Awardee will be requested to provide documentation as requested by the City to justify the requested increases in price. The City, in its sole discretion, will determine whether or not to accept the requested increases in prices.

**4.44 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) AND UNDERUTILIZED WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (U-WMBE) PARTICIPATION.** Pursuant to the City of Tampa Equal Business Opportunity Program (Chapter 26.5, City of Tampa Code), in an effort to promote increased opportunities for Small Local Business Enterprise (SLBE) and underutilized Woman and Minority Owned Business (U-WMBE) participation, the City has determined that a bid discount shall be applied to the bids of City of Tampa certified SLBEs and underutilized WMBEs upon evaluation. \*For an SLBE, there shall be a five percent (5%) discount applied to the total bid amount, up to a maximum of \$10,000, and for WMBEs whose WMBE classification is designated "underutilized" (per MBD Form-70), there shall be a five

percent (5%) discount applied to the total bid amount, up to a maximum of \$20,000. The bid discount shall be deducted

in the evaluation for each City of Tampa certified/discount-eligible company when determining the apparent low bidder. The bid discount shall be used for evaluation purposes only.

For additional information about the SLBE and WMBE programs, FAQs, and the registry of certified companies, please refer to the City's website <http://www.tampa.diversitysoftware.com> Questions regarding the City of Tampa Equal Business Opportunity Program should be referred to the Minority and Small Business Development Office at (813) 274-5522.

### Bid Discount Illustration

Prime Bidders	Amount of Actual Bid	With 5% Bid Discount (*Not to Exceed CAPS)	Adjusted Bid for Evaluation Purposes Only
<b>Bidder #1 (Non-Certified)</b>	<b>\$305,000</b>	<b>Not Eligible</b>	<b>\$305,000</b>
<b>Certified Bidders</b>  #2. SLBE #3. U-WMBE	#2. \$305,000 #3. \$308,000	*Calculate Discount  #2. \$10,000 #3. \$15,400	<b>Evaluation Value</b>  #2. \$295,000 #3. \$292,600 (Apparent Low Bidder)
<b>Bidder #4 (Non-Certified)</b>	<b>\$310,000</b>	<b>Not Eligible</b>	<b>\$310,000</b>

**5. INDEMNIFICATION.** The Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

**6. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT**

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Awardee shall comply with the following Statement of Assurance:

During the performance of this Award, the Awardee herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Awardee does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Awardee's employees or applicants for employment.

Awardee understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Awardee herein assures the City that said Awardee will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Awardee further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this award. Awardee further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to

whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link [https://www.municode.com/library/fl/tampa/codes/code\\_of\\_ordinances](https://www.municode.com/library/fl/tampa/codes/code_of_ordinances).

## **6.1 EQUAL OPPORTUNITY**

The City of Tampa hereby notifies all Bidders that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

*For additional information can be found on the Equal Business Opportunity (EBO) Office website at: <http://www.tampagov.net/ebo>*

## **7. ADDITIONAL REQUIRED CLAUSES FOR FEDERAL FUNDED/REIMBURSABLE COSTS**

The parties acknowledge and agree that the following Federal Regulations, including but not limited to 2 CFR § 200.326 and 2 CFR Part 200, Appendix II, the following Required Contract Clauses are hereby incorporated into and made part of the solicitation to which Awardee agrees to comply if applicable to Awardee under this Award:

### **7.1 DRUG FREE WORKPLACE REQUIREMENTS**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All Awardees entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

### **7.2 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Awardee agrees as follows:

**1.** Awardee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Awardee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

**2.** Awardee will, in all solicitations or advertisements for employees placed by or on behalf of the Awardee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**3.** Awardee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Awardee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**4.** Awardee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**5.** Awardee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Awardee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and

the Awardee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Awardee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Awardee will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event an Awardee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Awardee may request the United States to enter into such litigation to protect the interests of the United States.

### **7.3 DAVIS-BACON ACT**

If applicable to this contract, the AWARDDEE agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Awardee is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, AWARDDEE must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, a copy of the current prevailing wage determination issued by the Department of Labor will be attached and incorporated into and made part of this Agreement upon CITY's provision of a Notice to Proceed.

### **7.4 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**

1. AWARDDEE. The AWARDDEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The AWARDDEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime AWARDDEE shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a AWARDDEE and subcontractor as provided in 29 CFR § 5.12.

### **7.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act:

1. Overtime requirements. No AWARDDEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the AWARDDEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such AWARDDEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The City of Tampa shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the AWARDDEE or subcontractor under any such contract or any other Federal contract with the same AWARDDEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same AWARDDEE, such sums as may be determined to be necessary to satisfy any liabilities of such AWARDDEE or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**4. Subcontracts.** The AWARDDEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The AWARDDEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **7.6 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

### **Clean Air Act**

**1.** The AWARDDEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**2.** The AWARDDEE agrees to report each violation to the CITY and AWARDDEE understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

**3.** The AWARDDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act**

**1.** The AWARDDEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**2.** The AWARDDEE agrees to report each violation to the CITY and AWARDDEE understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

**3.** The AWARDDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7.7 SUSPENSION AND DEBARMENT**

**1.** This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the AWARDDEE is required to verify that none of the AWARDDEE, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

**2.** The AWARDDEE must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**3.** This certification is a material representation of fact relied upon by the CITY. If it is later determined that the AWARDDEE did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**4.** The AWARDDEE agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The AWARDDEE further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

## **7.8 SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT - PROCUREMENT OF RECOVERED MATERIALS**

AWARDEE agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

1. In the performance of this contract, the AWARDEE shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guidelinecpg-program>.

## **7.9 ACCESS TO RECORDS**

Access to Records. The following access to records requirements apply to this contract:

1. The AWARDEE agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the AWARDEE which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The AWARDEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The AWARDEE agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## **7.10 DHS SEAL, LOGO AND FLAGS**

The AWARDEE shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

## **7.11 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The AWARDEE will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **7.12 NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, AWARDEE, or any other party pertaining to any matter resulting from the contract.

## **7.13 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The AWARDEE acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the AWARDEE's actions pertaining to this contract.

#### **7.14 CONFLICT OF INTEREST**

The AWARDEE must disclose in writing any potential conflict of interest to the CITY or pass-through entity in accordance with applicable Federal policy.

#### **7.15 MANDATORY DISCLOSURES**

The AWARDEE must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

#### **7.16 UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)**

The AWARDEE must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. AWARDEE has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submitted this information with AWARDEE'S proposal made part of the Agreement.

#### **7.17 BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) AWARDEEs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

AWARDEE'S certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached as ATTACHMENT C herein and incorporated by reference into and made part of the award.

**8. INSURANCE.** This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements

**TECHNICAL SPECIFICATIONS  
FOR  
CITYWIDE TREE SERVICE**

**9. SPECIFIC PROVISIONS**

**9.1 WORK REQUIREMENTS.** The work included under these award documents is described in the Bid.

The Awardee shall furnish all labor, materials and equipment for the accomplishment of all work as described in the specifications, as shown on the plans, and as directed by the Contract Monitor in accordance with the obvious or expressed intent of the award.

**9.2 PERMITS.** The Awardee shall obtain permits required from any State or County agencies having jurisdiction over the roadways and for any railroad or highway crossings shown on the plans. The Awardee shall be required to comply with all provisions of such permits regarding workmanship, schedules, maintenance of traffic, notification of starting construction, pavement removal and replacement, and other conditions under which the permit is issued. City of Tampa Parks and Recreation Department monitors and regulates removal from any City right-of-way. The Parks and Recreation Department is the only City department exempt from obtaining permits. Prior to removal of protected or grand trees, awardee must secure approval from the Urban Forestry Manager of the Parks and Recreation Department or the Senior Forest Examiner of the City Planning Department in order to be exempt from permit requirements in the City of Tampa.

The Awardee shall have in its possession the proper license to perform the work before submittal of the bid and shall obtain any required City/County building permits and shall obtain and pay for all other licenses and authorizations required for the prosecution of the work, including the cost of all work performed in compliance with the terms and conditions of such licenses and authorizations, whether by themselves or others.

The Awardee shall require all subcontractors to be currently licensed by the City to perform the proposed work in their respective fields and to obtain permits for the execution of said work. All work shall be performed in accordance with the licenses, permits and the requirements of the current Building and Construction Regulations Chapter of the City of Tampa Code.

**9.3 CONSTRUCTION EASEMENTS.** In the event that, in the opinion of the Awardee, obtaining a temporary construction easement is necessary or desirable, it shall be the sole responsibility of the Awardee to obtain such easements from the owner of the property. If such easements are obtained by the Awardee, they shall contain provisions to hold the City harmless from any operations of the Awardee within the easement limits. The Awardee shall not conduct construction operations on private property outside the limits of the easement obtained by the City unless a copy of the temporary construction easement agreement is filed with the Contract Monitor.

**9.4 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION.** The Awardee shall be responsible for prevention, control and abatement of erosion, siltation and water pollution resulting from the work until final acceptance of the work.

The Awardee shall provide, install, construct, and maintain any covering, mulching, sodding, sand bagging, berms, slope drains, sedimentation structures, or other devices necessary to meet City, County, State and Federal regulatory agency codes, rules and laws.

The Awardee shall take sufficient precautions to prevent pollution of streams, canals, lakes, reservoirs and other water impoundments with fuels, oils, bitumens, calcium chloride or other harmful materials. Also, the Awardee shall conduct and schedule operations so as to avoid or otherwise minimize pollution or siltation of such streams, and the like, and to avoid interference with movement of migratory fish. No residue from dust collectors or washers shall be dumped into any live stream.

Storm drainage facilities, both open and closed conduit, serving the construction area shall be protected by the Awardee from pollutant and contaminants. If the Contract Monitor determines that siltation of City drainage facilities has resulted due to the project, the Contract Monitor shall advise the Awardee to remove and properly dispose of the deposited material. Should the Awardee fail to or elect not to remove the deposits, the City shall provide maintenance cleaning as needed and shall charge all costs of such service against the amount of money due or to become due to the Awardee.

Excavated materials shall not be deposited in rivers, streams, canals or impoundments, or in a position close enough thereto to be washed away by high water or runoff.

The Awardee shall not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Contract Monitor.

The location and methods of operation shall meet the approval of the Contract Monitor as being such that erosion during and after completion of the work shall not likely result in detrimental siltation or water pollution.

The Awardee shall comply with the applicable provisions of Tampa Zoning Code Chapter 27, concerning grading, filling, excavation, soil removal, and the like, as amended.

The Awardee shall schedule its operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient work operations; and the duration of exposed, uncompleted work to the elements shall be as short as practicable.

Clearing and grubbing shall be so scheduled and performed that grading operations can follow immediately thereafter, and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

The Contract Monitor may limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations and may direct the Awardee to provide immediate erosion or pollution control measures to prevent siltation or contamination of any river, stream, channel, tidal waters, reservoir, canal or other impoundment or to prevent damage to the project or property outside the project right-of-way.

**9.5 CONSTRUCTION OPERATIONS.** In City streets, excavated materials shall, where practicable, be deposited upon streets, sidewalks, driveways, or other paved surfaces within the street right-of-way, except that interruptions to the use of driveways shall be kept to a minimum. The Awardee shall clean up areas from which soil has been removed at the end of each day by sweeping, washing, or other approved methods. When the work is halted by rain, the Awardee shall clean up the working areas before leaving the site.

Trenches shall be protected at the close of each day's operations by lighted barricades, fences, and other methods to the satisfaction of the Contract Monitor. Fences shall meet ASHA standards and be structurally stable as approved by the Contract Monitor. No excavations shall be left open over a weekend.

**9.6 MAINTENANCE OF TRAFFIC.** The Awardee shall arrange its work so that there shall be as little disruption of traffic as possible.

At least 72 hours before starting any work in City streets, the Awardee shall obtain a City of Tampa Right of Way Use Permit from the Planning and Urban Design Division for any traffic lane or street closure within the City. The permit shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. If the Awardee proposes a complete street closure, a detailed traffic maintenance plan shall be submitted to the City of Tampa Traffic Engineering Division together with the application for the Permit. The traffic maintenance plan shall include proposed detour routes and locations and descriptions of direction signs for the construction area and detour routes. Two approved copies of all Street Closure Permits shall be submitted to the Contract Monitor before starting any work in City streets. No changes to approved Street Closure Permits shall be permitted without prior approval by the City.

The Awardee shall furnish and maintain all necessary signs, barricades, lights and flagmen necessary to control traffic and provide for safety to the public, all in compliance with the Florida Department of Transportation "Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations," with subsequent revisions and additions, and to the satisfaction of the Contract Monitor.

The cost of maintaining traffic and of any additional earth excavation, selected fill, temporary wearing surface, temporary bridges, barricades, warning lights, flagmen, and like work required therefore shall be included under the various classified unit prices, and no additional payment shall be made.

**9.7 SURFACE RESTORATION.** Where work is performed in existing grassed areas, the grassed areas shall be restored as specified or directed by sodding or grassing. Such restoration of grassed areas shall conform to the requirements of Section 1.18, Lawn Replacement.

The Awardee shall repair all ground surfaces damaged during construction. Any bushes, flowers, gardens, patios, or other landscaping in public streets and within the limits of easements shall be repaired or replaced by the Awardee. The cost of such ground surface repair shall be included in the various classified unit price award items, and no separate payment shall be made.

**9.8 WORK IN PRIVATE PROPERTY.** Where portions of the work are constructed in easement through private properties, the limits of such easements are as shown on the Plans.

Upon completion of work in easements, the Awardee shall restore the property, including all fences or other structures disturbed by his or her operations, as nearly possible to the condition in which he found it. No material shall be used or removed from private property without the approval of the Contract Monitor.

The Awardee shall confine its operation in such private properties within the limits of the easements as shown or directed by the Contract Monitor.

The Awardee shall further comply with all provisions of the grants of easement and shall assume full responsibility as the agent of the City for all obligations of the City under such grants of easement in connection with the construction of pipelines.

The Awardee shall not enter upon or occupy any private land outside of the limits of the easement unless a copy of the written consent of the Owner is filed with the Contract Monitor. The Awardee shall conduct its operations along easements through private property so as not to damage the property and to interfere with its ordinary use as little as possible.

**9.9 FENCES.** Temporary fences, where required, shall be "wood and wire fence" or other suitable fencing as approved by the Contract Monitor.

Permanent fences shall be restored by the Awardee and shall be finished and installed so that the restoration is equal to the original. Only those portions of original fencing, or materials there from, that the Contract Monitor approved for reuse shall be used by the Awardee in fence restoration. All other materials, including lumber, paint, creosote, concrete and metal products, shall be furnished by the Awardee.

The cost of temporary fences and permanent fence restoration shall be included under the various classified unit prices for pipelines, and no separate payment shall be made.

**9.10 WORK DIRECTIVE CHANGE.** A Work Directive Change is a written directive to the Awardee, issued on or after the date of the Award, and signed by the Contract Monitor on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change shall not change the awarded price or the time for completion, but is evidence that the parties expect that the change directed or documented by an Authorization to Proceed with Extra Work letter shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the awarded price or the time for completion.

**9.11 BIDDER QUALIFICATIONS.** The Awardee shall have at the time of bid a minimum of five year's successful tree pruning and large tree removal experience. The Awardee shall have the ability to sample, diagnosis and treat specific palm tree disease. The Awardee shall employ an **ISA Certified Arborist** conducting services under this award if requested by the City. Work history, references, and other related data shall be provided to the City upon request.

**9.12 REQUIRED SUBMITTALS:**

Bidder shall furnish the following items with its bid:

- a. Tool and equipment inventory list to be used.
- b. Daytime and after-hours emergency telephone numbers.
- c. List of Personnel assigned to perform the work for the City.
- d. Supervisory and staffing capabilities with resumes of supervisory personnel planned for subject of work and the number of classification of personnel required.
- e. Name of ISA certified arborist(s) on staff and a copy of current certification.
- f. List of a at least three (3) bid awards of \$50,000 annually or greater within the past three (3) years, performing pruning/removal, which are of equal size, scope, magnitude and complexity as the type of work to be done for the City of Tampa. The list should include the name and phone number of a

responsible individual qualified to respond to questions concerning the Bidder's abilities, costs, schedules, etc. Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

- g. Proof of tree emergency response experience and qualifications.
- h. Proof of a local office within 25 miles of 3402 W. Columbus Drive, Tampa FL and adequately staffed for work within the City of Tampa.
- i. Proof of FDOT Intermediate MOT certification
- j. Company safety and training procedures

**9.13 WORK CREW UNIT MAKEUP.** In the interest of safety and efficiency, crews performing work under this award shall be comprised of qualified individuals working as a team to complete all projects in an expeditious, consistent, continuous manner. The Awardee shall employ an **ISA Certified Arborist to be on site at all times** conducting services under this award, **if specified by the City on the work order**. Billing for arborist shall be from the optional pricing section of the Bid Response Pages at the hourly labor rate for ISA Certified Arborist. The proposed crew unit shall consist of qualified personnel as follows:

- a. Minimum of a two (2) person crew properly trained and equipped for pruning or removing trees from hydraulic lift (bucket) truck.
  - Work Force Personnel (each crew)
  - 1 Crew Leader
  - 1 Grounds Man
  
  - Equipment (in addition to the outlined in **Section 1.14** herein)
  - 1 Aerial Lift (50' minimum working height)
  - With hydraulic tools and Dump Chip Bin fully-equipped
  - 1 Chipper
- b. Traffic-control to coordinate traffic control on City, County and State roadways, Personnel shall be qualified in proper traffic control procedures and equipment shall include traffic cones, traffic signs with stands, traffic paddles, safety vest and other necessary safety tools as required by the Florida Department of Transportation "Roadway and Traffic Design Standards."
- c. The Awardee shall be responsible for maintaining all work records, reports and maps that are required. The Crew Leader will act as the normal liaison between the Awardee and the City.

**9.13.1 JOB DESCRIPTIONS.** Employees must be trained in aerial rescue procedures and be certified in CPR/First Aid. Employees of the Awardee will be classified according to the following minimum experience and the Bidder shall provide verification of experience to the City at the time of bid submission.

**CREW LEADER:** A minimum of three (3) years experience as a crew leader performing tree pruning/removal. It is preferred that the Crew Leader have a minimum of three (3) years experience performing large pruning/removals, chipper experience, knots, climbing and hold a CDL Class "B" with air brake endorsement license. Crew Leader must be responsible for:

- 1. Operating and maintaining all types of trucks and equipment used in tree pruning/removal operations.
- 2. Supervising ground personnel safely and efficiently.
- 3. Be familiar with the fundamentals of tree pruning/removal; i.e., climbing, pruning, energized line identification, equipment operations and field maintenance.
- 4. Handling all routine tree pruning/removal assignments safely and effectively.
- 5. Identifying all common trees, shrubs and poisonous plants and be familiar with collar cuts, wood decay, strength of various woods and methods of determining hazardous trees, etc.

6. Reading and understanding work orders and maps.
7. Safely and properly climbing with a rope and safety saddle, developing the ability to work from various heights and positions.
8. Observing all safety rules and procedures of the Awardee Safety Manual, the City's Safety Specifications.
9. Observing OSHA and ANSI Z.133 regarding safe working distances from energized conductors.
10. Traffic control shall be governed by the provision of Section C.2.2 herein.
11. Professional knowledge of ropes, rigging and knots used in practicing Arboriculture..

**GROUND PERSONNEL:** An entry level position with one (1) year experience performing tree pruning/removal functions on the ground, such as operating chain saws, using pole pruner, chipper, etc. Ground personnel must be at least 18 years of age and must possess a valid Florida "Class A" commercial driver's license. Ground Personnel must be able to perform the following:

1. Properly use hand tools for cleaning-up brush and logs, brush cutting in rights-of-way.
2. Properly operate and maintain power tools and equipment, such as gasoline-powered chain saws, speed saw, pole pruner, pole saw, hydraulic-powered chain saw, hydraulic-powered pruner, hand tools for handling logs.
3. Operate brush chippers.
4. Properly handle ropes and rigging used in lowering limbs and logs over wires or other obstacles.
5. Properly use personal protective equipment as required by ANSI Z.133. A hard hat and safety glasses or goggles must be worn at all times. Sturdy work boots (no tennis or street shoes) must be worn. Work gloves should be worn when necessary.
6. Learn and observe all safety rules from the Awardee Safety Manual. Maintain a clean and neat appearance. Develop prompt and regular work habits. Conduct himself/herself in a professional manner.
7. Professional knowledge of ropes, rigging and knots used in practicing Arboriculture.

#### **REQUIRED EQUIPMENT AND TOOLS**

In addition to the listed specific equipment and tools, the Awardee shall provide and maintain the following minimum tools and personal protective equipment as specified in OSHA and ANSI Z.133 with each crew:

##### Work Force Crew (each employee)

Safety Hats  
 Saddles  
 Pruning Saws  
 Hand Saws  
 Hand Clippers  
 Climbing Ropes  
 Safety Straps  
 Safety Glasses  
 Hearing Protection  
 Chain saw chaps  
 Safety Vests or appropriate reflective gear

##### Work Force Crew (each truck)

First Aid Kits  
 Water Jug/Cups  
 Brush Axes

- Appropriate signage for the job site and traffic control
- Traffic Cones
- Climbing Spurs (for removals only)
- Aerial Lift Pruners
- Pole Pruner/Saws
- Shovels
- Small Chain Saws
- Large Chain Saws
- Blowers
- Leaf Rakes
- Garden Rakes
- Brooms
- Scoop Shovels
- Sledges
- Wedges
- Lowering Ropes
- Ropes of 1/2" and 2 Nylon Ropes 5/8" or Larger
- Sufficient lights for work after dark

Adequate spare equipment and tools shall be readily available to ensure that employees are not delayed in performing the required work.

Crew may be inspected by the City on an unannounced basis to ensure that all equipment is present and in good working order. If any equipment is missing, it will result in the shutdown of the crew.

#### **ADDITIONAL PERSONNEL AND EQUIPMENT**

If required by the City, the Awardee shall provide additional qualified trained tree pruning/removal personnel and/or equipment at the same Bid hourly rates as the standard Work Force personnel and equipment. If additional personnel and/or equipment are required, they will be used on a mutually agreeable schedule acceptable to the City and the Awardee at the time the additional personnel and/or equipment are necessary.

**9.15 CREW LOCATIONS.** Location of Awardee's work crews shall be reported daily to the Urban Forestry Contract Monitor. Relocating, quitting early or working beyond the scheduled end of day shall also be reported. Work crews shall start and quit promptly at designated hours.

**9.16 AWARDEE'S SUPERVISION.** The Awardee shall enforce strict discipline and good order among the workers performing under the award. The Awardee shall employ courteous, competent, skillful, proficient, and safety-conscious personnel to perform the work. The personnel shall be properly attired at all times to include any and all safety gear as required in the work areas.

The Awardee shall identify, to the City, at least one on-site person who is the Awardee's competent supervisor. The supervisor shall be a qualified authorized person on the worksite who is to maintain order, monitor the work and direct the employees during the operation and completion of work detailed in this award.

The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Awardee's personnel from the work site. Should the City give notice in writing at any time to the Awardee that any employee does not meet the above mentioned standards; the employee shall be directly removed from City work site. The supervisor shall be able to read, write and speak English fluently.

**9.17 RESPONSE TIME.** The Awardee must respond to work requests and emergencies within the time frame listed in the subsections 1.17.1 and 1.17.2. The Awardee must be available to service emergency calls (e.g. trees down in the streets, etc.) 7 days a week, 24 hours a day. A contact person and phone number must be identified at all times.

**9.17.1 NON-EMERGENCY CALLS.** The Awardee's representative shall contact the contract monitor or requestor within 24 hours of the request. The Awardee must provide an estimate within 72 hours of the initial request or agreed upon time with the Contract Monitor. The work must be completed within 14 days after the estimate is approved by the City or a mutually agreed upon time period by the Awardee and the City.

**9.17.2 EMERGENCY CALLS.** Prior to servicing emergency calls, the Awardee will be notified by a designated Department representative regarding the nature of the emergency and the address at which the emergency work shall be performed. The Awardee shall then proceed with the work necessary to return the site to a safe condition regarding persons and property as determined by the Contract Monitor.

The Awardee shall furnish all labor, materials, equipment, and services to respond, as ordered, within four (4) hours for emergencies. Failure to respond to a service call, within the designated time, shall be considered a valid reason for termination of this award. In the event that the Awardee shall not comply within the stated time, the City reserves the right to call any qualified company to perform the service. The Awardee shall pay for any charges related to this service.

If the emergency occurs during non-standard work hours, nights, holidays, or weekends, the Awardee shall proceed with the work as described above. The Awardee shall notify the Parks and Recreation Department Representative prior to servicing emergency calls.

**9.18 LAWN REPLACEMENT.** Except in the process of stump removal outlined in 1.23 and 1.23.1, The Awardee shall replace all lawn areas which have been removed or damaged due to construction with like grass. Lawn replacement includes fine grading the areas to be restored and furnishings and placing topsoil, fertilizer, sod, sprig, seeding, and maintaining all areas. Grassing and mulching or sodding lawn areas shall be required as directed. Grassing shall be accomplished by seeding.

Sod shall be Argentine Bahia, St. Augustine, or other approved native grass sod and shall be well matted with grass roots. It shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh and uninjured, and shall contain sufficient moisture at the time of planting to induce growth. The type and quality of sod shall be approved by the Contract Monitor before placing.

Grass seed shall be Argentine Bahia, 60 #/acre from March 1 to November 1; 50 #/acre with 20 #/acre of rye grass seed from November 1 to March 1. Argentine Bahia seed shall be a scarified seed having a minimum active germination of 40% and total of 85%.

Mulch material shall be free of weeds and shall be oat straw, pine straw or Bahia grass hay.

**9.18.1 TOPSOIL.** Where areas are to be restored by sodding, topsoil shall be placed to a minimum compacted depth of two inches over the subgrade. Where areas are to be restored by grassing, topsoil shall be placed to a minimum compacted depth of four inches over the subgrade. All topsoil shall be suitable excavated topsoil which has been segregated or other topsoil material approved by the Contract Monitor. Topsoil shall be free from stones, roots, sticks, or other foreign substances.

**9.18.2 WATER.** The Awardee shall furnish at their own expense all water required for lawn replacement and maintenance of the work until final acceptance.

**9.18.3 CONSTRUCTION METHODS.** Prior to sodding or grassing, the Awardee shall fine grade the subgrade to 4" below finished grade. Topsoil shall be spread over the subgrade to a uniform depth and density. Topsoil shall be uniformly compacted by a light hand roller weighing between 250 and 750 pounds to the specified depths for sodding or grassing.

After the grass has been planted, if the soil does not contain sufficient moisture to ensure growth, water shall be applied as directed by the Contract Monitor

**9.18.4 CARETAKING.** The Awardee shall keep all replaced lawn area in good, healthy, insect free, moist condition by watering, replanting or resodding, weed, fertilizing, and cutting as specified, and directed by the Contract Monitor.

**9.19 ROOT PRUNING.** The Awardee shall make provisions for tree protection to the satisfaction of the Contract Monitor prior to any excavation. All applicable site inspections by the Senior Forest Examiner of the City Planning Department.

The Awardee shall provide root pruning services as directed by the Contract Monitor and approved by the Urban Forestry Manager in Parks and Recreation or the Senior Forest Examiner of the City Planning Department.

**9.19.1 PERFORMANCE.** All root pruning shall be performed by a qualified, licensed tree professional as approved by the Urban Forestry Manager in Parks and Recreation or the Senior Forest Examiner of the City Planning Department.

All roots designated to be removed shall be severed leaving a smooth, uniform section at the remaining root end to prevent root damage.

Root pruning shall be performed with a chain saw, Sawzall, Vermeer (or equal) root pruner, as approved by the Contract Monitor.

Root pruning shall not occur within 6 feet of the base of the tree without guidance from the Contract Monitor, and no excavation shall occur inside the circumference of the root-pruned area.

**9.20 TREE PRUNING.** This section covers pruning of excess growth, diseased, dead and weakened portions from trees in right-of-ways, alleyways, and other selected areas for the purpose of access, sight distance visibility and safety. The Awardee shall prune in accordance with ANSI A300 standards and Best Management Practices – Tree Pruning by the International Society of Arboriculture (ISA).

**9.20.1 PERMITS.** Permit exemptions for public right of way must be obtained by the City Department requesting the work by calling or emailing the Urban Forestry Manager of the Parks and Recreation Department. Tree removal on public property will be required by submitting an application to the Planning and Development Department.

**9.20.2 UTILITIES.** Where trees are in proximity to power lines, the Awardee shall be responsible for coordinating work through Tampa Electric Company. The Awardee must comply with ANSI standards and maintain a minimum of ten feet from electrical conductors. Any coordination with TECO requires notification of the contracting City department of all correspondence with TECO including Work Ticket numbers and anticipated completion dates

**9.20.3 WORK ORDERS.** The Awardee shall prune trees at various locations within the City as identified by Work Orders. The work program is generally non-systematic.

All pruning shall follow the ANSI A300 Pruning standard and the ISA's Best Management Practices for the purpose of crown cleaning, crown thinning, crown raising, and structure development.

All pruning shall improve the appearance of the trees, maintaining the crown shape and symmetry typical of the species at its given size and age with an emphasis on the following:

1. Crown cleaning to remove all dead, diseased, detached and broken branches. This shall apply to all the above described branches and stubs greater than or equal to the diameter designated by the Contract Monitor for each project.
2. Crown thinning to selectively remove live branches to reduce crown density. Branches to be thinned shall be greater than or equal to the diameter designated by the Contract Monitor for each project. Thinning cuts shall remove crowded and low vigor branches. Thinning shall increase light penetration and air movement through the crown. Thinning shall also remove suckers from the base of the tree and some watersprouts on the interior. After crown thinning, tree branches shall have foliage and mechanical stress evenly distributed along a branch and throughout the crown. No more than one-fourth of the crown shall be removed from mature trees.
3. Crown raising to remove lower branches where practical (dependent on tree size) to obtain an eventual full foliage height clearance of sixteen (16) feet on the street side of the tree. All work shall always maintain the crown shape and symmetry typical of the species being pruned, and shall balance the tree evenly. This raising should also allow an eventual clearance over the pedestrian walk of eight (8) feet. Crown raising may include reduction cuts to shorten lower limbs to lighten lower branch loads to achieve clearance if complete branch removal from the tree trunk is not practical.
4. Structural pruning to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems. Particular attention is to be given to young trees (those less than 40 years old with diameters 6"-24") if a scaffold branch is large in diameter and competes with the leader, then this scaffold branch is to be reduced back to a lateral to obtain a balanced crown shape overall.
5. Pruning to choose and develop a dominant leader. Competing stems and branches are to be subordinated (reduced in length) or removed, particularly if structurally weak "V" crotches occur along the main trunk or are developing within young tree crowns. Special attention shall be given

to the effect reducing or removal of such branches will have on the ultimate form of the tree.

6. Pruning for clearance such that branches clear houses, building rooftops, streetlights, and all traffic control devices by a minimum of fifteen (15) feet. Branches shall be pruned such that all traffic control devices (including but not limited to traffic signals, cameras, STOP and Yield signs, speed limit signs, parking control signs) are visible to moving traffic.

The work must be performed in accordance with industry standard arboricultural practices in compliance with ANSI A300 standards and Best Management Practices – Tree Pruning by the International Society of Arboriculture (ISA) and shall be inspected when completed, prior to payment.

#### Pruning Cuts and Tools:

- a. All final cuts shall be "collar cuts" made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. The face of the "collar cut" or wound area shall be circular in form. "Flush" cuts to the main stem behind the branch collar that leave oval exposed wounds are prohibited and shall not be made. Cuts shall be made such that all wound sides are even edged and do not leave "dog ear" ridges on one side or another. Clean cuts shall be made at all times without leaving any stubs.
- b. All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the wood or bark on the parent or remaining stem. Large limbs shall be cut using the three-cut pruning method. All limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, publicly or privately owned.
- c. Proper tools for pruning shall be used for each cut. Blades of each tool, including hand pruners, pole saws, hand saws, and chain saws, shall be placed on each branch to obtain the proper pruning cut. This shall be done in a way that will not cut, rip, or harm adjacent bark areas.
- d. No person working in trees shall use shoes with spikes, or any other footwear, which will, in the opinion of the Contract Monitor or Project Manager, injure the tree being pruned. At no time shall any person working in trees for pruning purposes, wear spurs or climbing irons.

The Awardee shall meet onsite with the Contract Monitor and Urban Forestry Manager in the Parks and Recreation Department or Senior Forestry Examiner in the City Planning department to discuss specific pruning requests.

The Awardee shall be responsible for all damage to other trees, homes and structures, utilities, sidewalks, streets and any other damages caused as a result of the tree pruning activity at the work site.

The Awardee shall be responsible for damages to trees due to improper pruning techniques. The cost of damages shall be assessed according to the Council of Tree and Landscape Appraisers Guide for Plant Appraisal latest edition, as amended, and deducted from the invoiced amount for the month in which the damage occurred.

The work includes, but is not limited to, mobilization, all cutting, removal, loading, hauling and disposal of debris, barricading, traffic control, clean-up, restoration, and related work.

**9.20.4 EQUIPMENT.** The Awardee must own or have means to rent medium to heavy equipment necessary in conducting described tree activities (e.g., crane, aerial lift/bucket trucks, chippers, dump trucks, etc.).

Adequate spare equipment and tools shall be readily available to ensure that employees are not delayed in performing the required work.

All tools must be sterilized prior to beginning work on each tree serviced as referenced by industry standards and the Institute of Florida Agricultural Sciences (IFAS), as specified in the work order.

**9.21 PALM TREE PRUNING.** This section includes pruning of palm trees. Palm trees shall be pruned of dead fronds, fruit, flowers or seeds only, unless needed to provide safety or prevent damage to structures, in accordance with ANSI A300 standards and Best Management Practices – Tree Pruning by the International Society of Arboriculture (ISA). Pruning equipment shall be cleaned and sterilized to prevent spread of disease. Spiking of trees is not authorized under any circumstances. Pruning of clusters shall be authorized by the Urban Forestry Manager of the Parks and Recreation Department or the Senior Forestry Examiner in the City Planning department. Palm tree pruning shall meet ANSI A300 standards for palm pruning.

**9.22 TREE REMOVAL.** This section covers removal of diseased, dead, or high risk trees, frequently requiring a crane or rope assistance in lowering of sections, in right-of-ways, alleyways, parks, and other selected areas in order to allow access to facilities by maintenance personnel and provide safe working conditions.

A tree shall be removed whenever it is suffering degradation from disease or damage which makes it high risk or unsightly or when conditions exist which pose a present or probable risk to vehicles, homes and structures, or pedestrians. Trees may be removed when they obstruct maintenance personnel access or operations. Protected tree species shall only be removed when absolutely necessary and after approval from the Parks and Recreation Director, Urban Forestry Manager or designee.

Safety standards and work procedures shall be in accordance with ANSI Z133.1-1988 or latest edition.

Any roping and rigging associated with a tree removal must be done by experienced personnel.

**9.22.1 WORK ORDERS.** The Awardee shall remove trees at various locations within the City service area as identified by Work Orders. The work program is generally non-systematic.

The Work Orders shall be initiated by Mobility (fka Stormwater) Department, Wastewater Department, Logistics & Asset Management department, the Water Department, Parks and Recreation Department, Solid Waste Department, or Tampa Convention Center. Trees designated for removal shall be designated with paint representative of the requesting Department.

**9.22.2 PERMITS.** The Awardee shall contact the Urban Forestry Manager or designee to receive an exemption if the tree work is within a City right-of-way as referenced in the Tree and Landscape Code Chapter 27. (See 1.20.1)

Where trees are in proximity to power lines, the Awardee shall be responsible for coordinating work through Tampa Electric Company. The Awardee must observe OSHA and ANSI Z.133 regarding safe working distances from energized conductors.

**9.22.3 EQUIPMENT.** The Awardee must own or have means to rent heavy equipment necessary in conducting described tree activities, e.g., crane, trash crane/Lightning Loader, bucket trucks, chippers, dump trucks, etc. .

**9.22.4 PROCEDURES.** The Awardee shall be responsible to erect, place, and maintain barricades and warning signs, and clear the area of pedestrians and vehicles to ensure public safety and avoid property damage.

Roping and rigging shall be used, according to industry standards, for the safe, controlled removal of branches during the tree removal process. The main trunk shall be removed leaving a stump not more than 6" above grade. The work site shall then be cleaned of all debris.

**9.23 STUMP REMOVAL.** This section covers removal of stumps whether remaining from tree removal activity by the Awardee or subcontractors. Stump, trunk flare and all exposed roots shall be ground at a depth of twelve inches (12") below surface of the soil. Because not all stumps are round, the stump diameter will be measured at the widest and narrowest locations and then averaged. Example:  $30'' + 24'' / 2 = 27$ . The measurement will be made at approximately six inches (6") above grade. Grinding debris shall be packed into stump hole and made level with existing grade. Awardee may be required to dispose of all excess grinding debris at an approved Florida Department of Environmental Protection vegetation disposal site or City park if directed by the Urban Forestry Manager

Stumps shall be removed within one week following removal of the tree. Awardee is responsible for contacting "811" to avoid unintentionally hitting underground utilities.

Safety standards and work procedures shall conform to ANSI A133.1-1988. Or latest edition.

**9.23.1 PROCEDURES.** The Awardee shall set out barricades and warning signs, clear the area of pedestrians and vehicles, check stump and area for rocks or metal fragments, and check for underground utilities and irrigation lines.

Stump, trunk flare and all exposed roots shall be ground at a depth of twelve inches (12") below surface of the soil.

The stump diameter will be measured at the widest and narrowest locations and then averaged. Example:  $30'' + 24'' / 2 = 27$ . The measurement will be made at approximately six inches (6") above grade.

The Awardee shall cut the stump out completely with a stump cutter and hand tools as necessary. The hole shall be filled with dirt and stump shavings, leaving a slight mound allowing for settlement. Awardee shall be responsible for disposal of all excess grinding debris.

**9.24 EMERGENCY SERVICES.** During the award term, the Awardee may be required to assist the City in providing emergency tree removal and related services. Emergency Services are those services which require an accelerated response from the Awardee, as determined by the Project Manager. The Awardee shall be required to provide emergency telephone number(s) and contact information with 24 hours a day, 7 days per week coverage. The Awardee shall furnish all labor, materials, equipment, and services to respond, as ordered, within four (4) hours for emergencies. The Awardee shall furnish one or more emergency service crews as required by the Project Manager. Authorization for an emergency will be given by the Project Manager with or without a purchase order. Authorization may be made telephonically with a written authorization to follow within twenty-four (24) hours. If the emergency occurs after standard work hours, or on holidays, or weekends, the Awardee shall apply for all applicable permits by noon of the next City work day unless exempted by the Urban Forestry Manager

**9.25 REMOVAL OF DEBRIS.** Immediately upon completion of the work at each location, the Awardee's crew shall remove and dispose of all wood, brush and debris completely from public and private property, according to the desires of public authorities, property owner(s) and the City. The area shall be cleaned and raked before the job is considered complete. Brush or wood should not be allowed to remain on public thoroughfares or on lawns overnight, unless arrangements, with the City or property owner, have been made by the Awardee's Crew Leader and the brush piles are properly marked for safety.

Any large logs unable to be chipped will be located in a safe place on the City's right-of-way and Urban Forestry will be informed by the Crew Leader that same day so that the City can make arrangements for removal.

**9.25.1 BY-PRODUCT DISPOSAL.** All wood by-products (wood chips, logs, wood, etc.) shall be disposed of at sites approved by the City and compliant with the Florida Department of Environmental Protection. Site disposal sites shall be indicated on the invoices submitted to the City of Tampa with the disposal ticket number."

**9.26 MONETARY DEDUCTIONS FOR NON-COMPLIANCE.** In the event that the work on any specific job/location has not been successfully completed or the work area for that job/location has not been sufficiently cleaned in the previously agreed upon time frame, the Awardee shall be notified, in writing, that the he or she has two business days to satisfactorily complete the job. Upon re-inspection, if that location is not completed, the Awardee may be assessed a deduction of \$100.00 per day per location until job completion.

## **10. AWARD ITEMS**

**10.1 AWARD ITEM 9100 - ROOT PRUNING.** The Awardee shall furnish all labor, materials, equipment and services to prune the tree roots as indicated by Work Order, specified, and directed by the Contract Monitor.

Root pruning shall conform to the requirements of Section 1.20 of the technical specifications for Root Pruning.

Root pruning along pipelines and house laterals, and around manholes, structures and appurtenances shall be included for payment under this award item.

The quantity of root pruning, in linear feet, to be measured for payment shall be the actual length of root pruning performed as directed by the Contract Monitor.

The work includes mobilization, all cutting, excavation, removal, hauling and disposal of roots; filling, grading, mulching, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place.

Payment for Root Pruning shall be made at the appropriate Unit Price per linear foot of roots pruned.

**10.2 AWARD ITEM 9200 - TREE PRUNING (2 man crew).** The Awardee shall furnish all labor, materials, equipment, and services to prune trees as indicated by Work Order, specified, and directed by the Contract Monitor.

Tree pruning shall conform to the requirements of Section 1.21 of the Technical Specifications for Tree Pruning.

The quantity of tree pruning, per crew hour, to be measured for payment shall be the actual length of time tree pruning is performed as approved by the Contract Monitor.

A crew hour shall comprise all equipment, laborers, foremen, and all appurtenant work and services utilized to complete the work as specified and directed.

The work includes mobilization, all cutting, removal, loading, hauling and disposal of all debris, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place.

Payment for Tree Pruning shall be made at the appropriate Unit Price per crew hour. The number of hours required to complete a work order shall be site specific as mutually agreed upon by the Awardee and the Contract Monitor.

**10.3 AWARD ITEM 9300 - TREE PRUNING (5 man crew).** The Awardee shall furnish all labor, materials, equipment, and services to prune trees as indicated by Work Order, specified, and directed by the Contract Monitor. This award items is specifically for tree pruning work that requires maintenance of traffic.

Tree pruning shall conform to the requirements of Sections 1.7 and 1.21 of the Technical Specifications for Maintenance of Traffic and Tree Pruning.

The quantity of tree pruning, per crew hour, to be measured for payment shall be the actual length of time tree pruning is performed as approved by the Contract Monitor.

A crew hour shall comprise all equipment, laborers, foremen, and all appurtenant work and services utilized to complete the work as specified and directed.

The work includes mobilization, all cutting, removal, loading, hauling and disposal of all debris, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place.

Payment for Tree Pruning shall be made at the appropriate Unit Price per crew hour.

**10.4 AWARD ITEM 9400 - PALM TREE PRUNING.** The Awardee shall furnish all labor, materials, equipment, and services to prune palms as indicated by Work Order, specified, and directed by the Contract Monitor.

Palm pruning shall conform to the requirements of Section 1.22 of the Technical Specifications for Palm Pruning.

The work includes mobilization, all cutting, removal, loading, hauling and disposal of all debris, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place.

Palm tree pruning shall be awarded per palm.

Pruning of clustering palms, such as reclinata date palms, shall be awarded at the appropriate Unit Price per crew hour as authorized by the Urban Forestry Manager or the Senior Forest Examiner of the City Planning Department..

**10.5 AWARD ITEM 9500 SERIES - TREE REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the tree, and debris as indicated by Work Order, specified, and directed by the Contract Monitor.

Tree removal shall conform to the requirements of Sections 1.23 and 1.25 of the Technical Specifications for Tree Removal and Debris Removal.

Trees may be located in ditches, retention ponds or other limited access areas. In these instances any tree within 150 ft of the nearest point of vehicle access will be included within the award price regardless of terrain. When vehicle access is greater than the 150 ft limit, an additional fee for hauling shall be included as listed on the bid response sheet.

Tree size shall be determined by measuring the diameter of the tree trunk at a point four and one-half feet above grade. If the tree is bisected below the four and one-half foot mark, the tree will be measured below the split.

The work includes mobilization, all cutting, removal, loading, hauling and disposal of all debris, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place

**10.6 AWARD ITEM 9600 - STUMP REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the stump as indicated by Work Order, specified, and directed by the Contract Monitor.

Stump removal shall conform to the requirements of Section 1.24 of the Technical Specifications for Stump Removal.

The quantity of stump removal to be measured for payment shall be the actual number of stumps removed as directed by the Contract Monitor.

The work includes all cutting, sectioning, felling, excavation, removal, loading, hauling and disposal of stumps; filling, grading, mulching, barricading, and all other appurtenant work complete in place.

Payment for Stump Removal shall be made at the appropriate Unit Price per average inch diameter of stump removed.

**10.7 AWARD ITEM 9700 SERIES - TREE AND STUMP REMOVAL.** The Awardee shall furnish all labor, materials, equipment and services to remove the tree, stump and debris as indicated by Work Order, specified, and directed by the Contract Monitor.

Tree removal shall conform to the requirements of Sections 1.23, 1.24 and 1.25 of the Technical Specifications for Tree Removal, Stump Removal and Debris Removal.

Trees may be located in ditches, retention ponds or other limited access areas. In these instances any tree within 150 ft of the nearest point of vehicle access will be included within the award price regardless of terrain. When vehicle access is greater than the 150 ft limit, an additional fee for hauling shall be included as listed on the bid response sheet.

Tree size shall be determined by measuring the diameter of the tree trunk at a point four and one-half feet above grade. If the tree is bisected below the four and one-half foot mark, the tree will be measured below the split.

The work includes mobilization, all cutting, removal, loading, hauling and disposal of all debris, barricading, traffic control, clean-up, restoration, and all other appurtenant work complete in place.

**10.8 AWARD ITEM 9800 - DEBRIS REMOVAL.** The City may have a need for removal of debris that is in addition to the regular debris removal specified in sections 2.1 through 2.7. This additional debris removal shall be billed as a separate charge to the City. The Awardee shall furnish all labor, materials, equipment and services to remove the debris as indicated by Work Order, specified, and directed by the Contract Monitor.

Debris removal shall conform to the requirements of Section 1.25 of the Technical Specifications for Debris Removal.

The quantity of debris removal to be measured for payment shall be the actual number of tons removed as directed by the Contract Monitor.

The work includes all cutting, sectioning, excavation, removal, loading, hauling and disposal.

Payment for Debris Removal shall be made at the appropriate Unit Price per ton including tipping fee

**10.9 AWARD ITEM 9900 - EMERGENCY RESPONSE COMPENSATION.** The Awardee shall furnish all labor, materials, equipment, and services to respond to the Work Order, on an as-needed basis, within four hours for emergencies. Emergencies shall be determined by the Contract Monitor, and indicated as such in the relative Work Order.

This award item shall cover additional costs associated with expediting response time for emergency Work Orders as opposed to standard Work Orders.

Response time shall be as specified in the appropriate "Workmanship and Materials" sections.

Payment for Emergency Response Compensation shall be made at the appropriate Unit Price per emergency Work Order, and shall be included in the total payment for said Work Order. The Emergency Response Compensation price is a per crew, per emergency, fee. If more than one work crew is required during an emergency, the emergency fee will be multiplied by the number of crews activated to respond to the emergency.

#### **10.10 BASIS OF AWARD**

**10.10.1.** The **tree pruning** portion of this bid award shall be made on a multiple award basis of two or more Awardees. This award will be to the lowest responsive and responsible bidders who have the lowest hourly labor rate and who meet all specifications.

**10.10.1.1** If the total estimated cost for one particular job/order exceeds \$5,000.00, the City Representative has the right at his/her sole discretion to request the submission of cost proposals from multiple Awardees. The Awardee that submits the cost proposal that is consistent with the work requirements and is the lowest quote of the Awardees shall be awarded the particular job/order.

**10.10.2** The **Palm Tree Pruning** portion of this bid award shall be made on a multiple award basis to two or more Awardees. Award will be to the lowest responsive and responsible bidders who have the lowest unit (per tree) cost. Work shall be assigned for palm tree pruning to the Awardee with the lowest unit price. If the Awardee's current work schedule will not allow pruning to be performed within the City's required timeframe, the City may utilize the Awardee with the next lowest unit price that is available to perform this service.

**10.10.3** For **Tree And Stump Removal**, award shall be made by line item on a multiple award basis to two or more Awardees. This award will be to the lowest responsive and responsible bidders by unit cost. Work shall be assigned for the tree and stump removal to the Awardee with the lowest unit price. If the Awardee's current work schedule will not allow removal within the City's required timeframe, the City may utilize the Awardee with the next lowest unit price that is available to perform this service.

**10.10.4** For **Debris Removal**, award shall be made by line item on a multiple award basis to two or more Awardees. This award will be to the lowest responsive and responsible bidders by unit (per ton) cost. Work shall be assigned for debris removal to the Awardee with the lowest unit price. If the Awardee's current work schedule will not allow removal within the City's required timeframe, the City may utilize the Awardee with the next lowest unit price that is available to perform this service.

**10.10.5 MULTIPLE SIZE TREE REMOVALS OR MULTIPLE TASK TREE SERVICE OVER \$5,000.00** On tree service projects that involve multiple size tree removals or multiple service tasks (i.e. both tree removal and tree pruning) the City reserves the right to solicit multiple Awardees under this bid to perform work for that specific project. The guidelines for these project solicitations include:

- Specific project solicitations would only be issued on work estimated at \$5,000 or greater.
- The City may solicit multiple Awardees to quote on each tree service project.
- The City may also choose not to solicit multiple Awardees for a project over \$5,000 if the low cost for that project can be determined based on each Awardee's bid award prices.
- The City may require a company to attend a site inspection in order to submit a quote on a specific project.
- The City shall award any project solicitations to the (one) company with the lowest project quote meeting project work deadlines.

**10.11 SPECIALIZED EQUIPMENT.** The Awardee is responsible for providing sufficient support equipment necessary to complete work under this award and at prices submitted on the bid response pages. In the event that a specialized piece of equipment, such as a large crane, not commonly required to perform this service is required due to conditions of the work property, the City shall consider approving a one-time fee for specialty equipment cost. These one-time fees must be quoted and accepted by the City representative prior to performing any work.

## EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

**The following coverages are required:** ("M" indicates million(s), for example \$1M is \$1,000,000)

**A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

**B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

**C. Worker's Compensation (WC) & Employer's Liability Insurance** for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

Workers Compensation coverage must include incidental tree removal on ground and/or above ground level work of one or a few trees in connection with the described operations equipment and materials: Ladders, Aerial Buckets, Hand Shears, Pole Pruners, Pruning Saws, Chain Saws, Spray Apparatus, Guy Wires, Cables and etc. Removal, chipping, cleanup, installation and relocation of trees and/or shrubs

**D. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

**Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.**

**ACCEPTABILITY OF INSURERS** - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

**ADDITIONAL INSURED** - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or

operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

**CANCELLATION/NON-RENEWAL** – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:  Purchasing Department, 306 E Jackson Street, Tampa, FL 33602

Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

**CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS** – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

**CLAIMS MADE** – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

**DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR)** – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

**PERFORMANCE** – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

**PRIMARY POLICIES** - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees.. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

**UNAVAILABILITY** – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

**WAIVER OF SUBROGATION** – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

**REVISED 3/13/2020**

## EXHIBIT 2 – CITYWIDE TREE SERVICE ARBORIST AND ANSI STANDARDS REFERENCES

ISA Certification is a voluntary program that tests and certifies your achievement of a professional level of knowledge and skill in the field of arboriculture. When you become an ISA Certified Arborist®, you are recognized by your peers and the public as a tree care professional who has attained a generally-accepted level of knowledge in areas such as tree biology, diagnosis, maintenance practices, safety, and other subject and practice areas within the tree care profession as identified through periodic job task analyses. Hiring a Certified Arborist provides tree owners and government decision makers the opportunity to become better informed about proper tree care and their selection of services based on the expertise represented by your credential.

ISA Certification is recognized in State statutes, County code and City ordinance as the basic knowledge required for tree work/evaluation.

All applicants are required to review and accept the ISA Certified Arborist® Code of Ethics as well as the Certification Agreement and Release Authorization.

Candidates who are members of ISA and an ISA chapter or associate organization receive an exam discount. If the exam is sponsored by an ISA chapter or associate organization, the fee is \$170 USD for members and \$280 USD for nonmembers. For those who elect the computer-based testing option, there is a computer-based testing administrative fee of \$125 USD in addition to the exam fee.

The non-member recertification fee is \$230 USD. For members, the recertification fee is \$120 USD.

### **Online Resources**

For information on ISA credentials, please see: <https://www.isa-arbor.com/credentials>

Becoming an ISA Certified Arborist: <https://www.isa-arbor.com/Portals/0/Assets/PDF/Certification-Applications/cert-Application-Certified-Arborist.pdf>

Arborists' Certification Study Guide: <https://www.isa-arbor.com/store/product/7/cid/17/>

Code of Ethics: <https://www.isa-arbor.com/Portals/0/Assets/PDF/Certification/Ethics-Code-of-Ethics.pdf>

The Florida Chapter of ISA provides training: <https://www.floridaisa.org/certification/>

## **ANSI Standards**

### **ANSI Z133 Safety Standard**

The Z133 Safety Standard was developed for the arboriculture industry under the procedures of the American National Standards Institute. The 2017 revision provides the most current criteria in the United States for arborists and other workers engaged in arboricultural operations:

- General safety
- Electrical hazard
- Use of vehicles and mobile equipment
- Portable power hand tools
- Hand tools and ladders
- Climbing
- Work procedures

This publication provides an essential guide for federal, state, and municipal authorities in drafting regulations.

### **ANSI A300 Standards**

ANSI A300 standards apply to professionals who provide for or supervise the management of trees, shrubs, and other woody landscape plants. Intended users include businesses, government agencies, property owners, property managers, and utilities.

The standards are divided into parts, based on tree care practices.

- Part 1 – Pruning
- Part 2 – Soil Management
- Part 3 – Supplemental Support Systems
- Part 4 – Lightning Protection Systems
- Part 5 – Site Planning, Site Development
- Part 6 – Planting and Transplanting
- Part 7 – Integrated Vegetation Management
- Part 8 – Root Management Standard
- Part 9 – Tree Risk Assessment
- Part 10 – Integrated Pest Management

### **Online Resources**

All ANSI Standards and BMPs are available here: <https://www.isa-arbor.com/store/category/117/>

Other valuable safety resources: <https://www.tcia.org/TCIA/Home/TCIA/Default.aspx?hkey=18f94022-9bd6-4327-bec9-0a790dae328c>



**From: Nicole Ferguson SMTP:nferguson@floridariskpartners.com**  
**To: CityofTampa CityofTampa@Ebix.com**  
**CC:**  
**Subject: Advanced Arborist, LLC**  
**Date: 9/22/2025 5:49:12 AM**  
**Attachment(s):**

You don't often get email from nferguson@floridariskpartners.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization! DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

See the attached Certificate of Insurance requested for Advanced Arborist, LLC.

Please let us know if we can be of further assistance.

Sincerely,

Florida Risk Partners  
Phone: 888.601.6660



<div><b>From: Lion Insurance Company  
SMTP:noreply@lioninsurancecompany.com<br>To: CityofTampa  
CityofTampa@Ebix.com<br>CC: <br>Subject: 2026 Work Comp Cert - 494407 -  
SPLI - Advanced Arborist LLC<br>Date: 12/10/2025 8:18:33  
PM<br>Attachment(s):<br><br></b></div><hr><style type='text/css'>

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h2,h3,h4,h5,h6 { margin-left: -1%;margin-right:-1%; }  
table {width:500;}
```

</style>[You don't often get email from noreply@lioninsurancecompany.com.  
Learn why this is important at  
<https://aka.ms/LearnAboutSenderIdentification> ]

**⚠** CAUTION: This email originated from outside of the organization! DO NOT click on links or open attachments unless you were expecting the email, recognize the sender, and know the content is safe.

Please see the attached 2026 Workers' Compensation Certificate for the South East Personnel Leasing, Inc. client Advanced Arborist LLC

This electronic communication is confidential and protected by legal privileges and work product immunities. If you are not the intended recipient, do not use or disseminate the information contained in this electronic communication. Receipt of this electronic communication by anyone other than the intended recipient is not a waiver of attorney-client or work product privileges. If you have received this electronic communication in error, please notify the sender immediately and permanently delete the original and any copies or printouts thereof. SPLI Ref: 90-70-304-Advanced Arborist LLC- 494407-CITY OF TAMPA-



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2025

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

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

<b>PRODUCER</b> Bouchard Insurance for WBS - TG PO Box 6090 Clearwater, FL 33758-6090	<b>CONTACT NAME:</b> Todd George	
	<b>PHONE (A/C, No, Ext):</b> (866) 293-3600 ext. 623	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> certrequest@gowbs.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Zurich-American Insurance Company		16535
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 Workforce Business Services, Inc. Alt. Emp: Pete and Rons Tree Service Inc  
 1401 Manatee Ave. West Ste 600  
 Bradenton, FL 34205-6708

**COVERAGES**      **CERTIFICATE NUMBER:** 25FL079807990      **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 CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				<b>Location Coverage Period:</b>	12/31/2025	12/31/2026	<b>Client#</b> 053203

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage is provided for only those co-employees of, but not subcontractors to: Pete and Rons Tree Service Inc, 4615 N Hale Ave, Tampa, FL 33614  
 Waiver of Subrogation in Favor of City of Tampa Insurance Compliance, its elected officials, departments, officers, employees and volunteers.

Endorsements: Waiver of Subrogation, 30 days written cancel notice (10 days for non payment of premium)

<b>CERTIFICATE HOLDER</b>  City of Tampa Insurance Compliance P.O. Box 100085-ZS Duluth, GA 30096	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

Artex Risk Solutions, Inc. FL079  
PO BOX 13838  
Scottsdale AZ 85267

MDG2025 00049900 01



City of Tampa Insurance Compliance  
P.O. Box 100085-ZS  
Duluth, GA 30096



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

City of Tampa Insurance Compliance  
P.O. Box 100085-ZS  
Duluth, GA 30096



**WORK PERFORMED BY CO-EMPLOYEES OF:**

Pete and Rons Tree Service Inc  
4615 N Hale Ave  
Tampa, FL 33614

**ON THE FOLLOWING PROJECT:**

Waiver of Subrogation in Favor of City of Tampa Insurance Compliance, its elected officials, departments, officers, employees and volunteers.

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2025

Policy No: WC 90-00-818-15

Endorsement No:

Insured: Workforce Business Services, Inc. Alt. Emp: Pete and Rons Tree Service Inc

Premium: \$

Insurance Company: Zurich-American Insurance Company

Countersigned By:

Authorized Representative



<div><b>From: customerservice@certsonline.com<br>To:  
cityoftampa@ebix.com<br>CC: <br>Subject: Upload Via Web <br>Date: 11-23-  
2025<br>Attachment(s):Cert - City of

Tampa.pdf<br><br></b></div><hr><style type='text/css'>

body { margin-left: 2%; margin-right: 5%; }

h1 { margin-left: -1%;margin-right:-1%;}

h2,h3,h4,h5,h6 { margin-left: -1%;margin-right:-1%; }

table {width:500;}

</style>Client Name: City of Tampa;Vendor Number: 591981074;Vendor Name:  
;Document Uploaded By: ;Date Uploaded: 11/23/2025 1:44:54 PM ;Comment:  
renewal certificate attached.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2026

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

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

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 91 Lake Morton Dr Lakeland FL 33802  License#: 2081754 MID-TRE-02	<b>CONTACT NAME:</b> Brittany Gautney <b>PHONE (A/C No. Ext):</b> 863-688-5495 <b>E-MAIL ADDRESS:</b> StahlCertificatesLakeland@higginbotham.net	<b>FAX (A/C No.):</b> 863-688-4344													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : American Interstate Insurance Company</td> <td>31895</td> </tr> <tr> <td>INSURER D : Mesa Underwriters Specialty Insurance Company</td> <td>36838</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indian Harbor Insurance Company	36940	INSURER B : Greenwich Insurance Company	22322	INSURER C : American Interstate Insurance Company	31895	INSURER D : Mesa Underwriters Specialty Insurance Company	36838	INSURER E :		INSURER F :
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INSURER D : Mesa Underwriters Specialty Insurance Company	36838														
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** 1744120859 **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	NGL-1009066-01	5/6/2025	5/6/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B A	<b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> Auto Phy Dam <input checked="" type="checkbox"/> Comp Ded \$1k	Y	Y	NBA100906401 NBA100906501	5/6/2025 5/6/2025	5/6/2026 5/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MX0083001002586	5/6/2025	5/6/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCFL3356572025	3/20/2025	3/20/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Officers excluded from the Worker's Compensation Policy: Timothy K. Jones, Timothy B. Jones, and Kenneth L. Jones.  
 REF# 593446502A  
 City of Tampa, its elected officials, departments, officers, employees, and volunteers together with as applicable any associated lender of the City is an additional insured with respects to the General & Auto liability policies arising out of work or operations performed by or on behalf of Firm including materials, parts or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Firm for General liability when required by a written contract. Waiver of subrogation applies on the General, Auto & Workers Compensation when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Tampa Insurance Compliance P.O. Box 100085 - ZS Duluth GA 30096 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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