

CONTRACT

THIS CONTRACT, made and entered into this 25 day of September, 2017, by and between the City of Alachua, hereinafter referred to as "COA" and SAS Lawn Care, Inc., hereinafter referred to as the "Contractor". COA and Contractor are hereinafter collectively referred to as the "Parties".

The Parties, based on the mutual consideration expressed and cited in this Contract, mutually state, agree and covenant as follows:

WITNESSETH:

THAT WHEREAS, COA has prepared this Contract in accordance with the law, specifications, maps, terms and conditions and other Contract Documents for the work as herein specified; and

WHEREAS, the Contractor has executed and delivered to COA sworn documents copies of which are attached to and incorporated in this Contract, further made representations in providing its response the COA Request for Bids Number 2017-06 and offers to accept the obligations set forth in this Contract knowing that COA has acted in reliance on the cited representations and commitments, and

WHEREAS, the Contractor has submitted to COA, a bid in accordance with the terms of this Contract Technical Specifications and Scope of Work, attached and incorporated as Exhibit 1 and the Bid Documents; and

WHEREAS, COA has determined and declared Contractor to be the lowest responsible bidder for the work specified herein and has duly awarded to Contractor a contract for the sum or sums named in the Contractor's bid as attached and incorporated as Exhibit 2;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements contained herein and in the Contract Documents, the parties to these presents have agreed and hereby agree as follows:

ARTICLE I – SPECIFICATIONS AND SCOPE OF WORK.

That the Contractor shall furnish the materials and services as specified and required in accordance with the provisions of the Technical Specs, Scope of Work and Location Maps, Exhibit 1 and shall execute and complete all work included in and covered by this Contract.

ARTICLE II – CONTRACT PRICE AND PAYMENT PROCESS.

1. Price. That COA shall pay the Contractor for the work and materials embraced in this Contract as set forth in the Contract Documents, and Contractor will accept as full compensation therefore, \$3,280.00 per month for all work covered by and included in this contract.
2. Process. COA will issue a Purchase Order (PO) Number at the beginning of the first contract term and issue a new PO at the beginning of each fiscal year. Contractor shall invoice COA for the monthly charge set forth in number 1 of this Article within ten (10) days of the beginning of the succeeding month. The invoice shall be in form and content acceptable to COA but must reflect the PO number and month to which charges apply. COA will, upon timely receipt of an acceptable invoice, pay each invoice by the end of the month received.
3. Each party shall bear its own costs, including attorney fees, resulting from any dispute arising between bidders or bidders and COA.

ARTICLE III – CONTRACT TERM AND RENEWAL

The initial term of the Contract shall begin October 1, 2017 and terminate September 30, 2019. The Contract will renew automatically on October 1, 2019 and October 1, 2021 for up to two (2) consecutive two year terms ending September 30, 2023 unless Notice of Termination is given, in accordance with Article V, by one party to the other at least 90 days before September 30 of any then effective contract term.

ARTICLE IV – CHANGE ORDERS.

All changes in Scope of Work, Contract Times or Scheduling, Price or Terms shall be as mutually agreed to by COA and Contractor and valid only by Change Order on the then existing COA Change Order form.

ARTICLE V – NOTICE

Shall be perfected by sending an email to: COA at dsmith@cityofalachua.org and Contractor at email saslawncare1@gmail.com.

ARTICLE VI - INSURANCE REQUIREMENTS.

See Attached Contract General Conditions.

ARTICLE VII – CONTRACTOR TO EXERCISE CARE AND REPORT HAZZARDS.

1. The Contractor shall perform all work with the care expected and required in the industry for the maintenance and mowing of public grounds and places.

2. Contractor shall, within a reasonable time as the situation or event demands and requires, report to cbakaitis@cityofalachua.com by written notice as set forth in Article V, any hazard observed on the grounds included in Exhibit 1. Any condition presenting an immediate hazard or threat of bodily injury or damage to property is to also be reported expeditiously to the Alachua Police Department.

ARTICLE VIII – DEFAULT, TERMINATION AND CANCELLATION

1. The failure of Contractor to comply with any provision of this agreement shall place Contractor in default. Prior to terminating this agreement, COA may, at its sole discretion, deliver to the Contractor in writing by email to the address set forth in Article V, a notice of default describing and making specific reference to the Contract provision giving rise to the default, and
2. The Contractor shall cure the default within seven (7) calendar days from the Notice of Default. The cure period may be extended by COA at its sole discretion and failure of the defaulting party to cure the default before the expiration of the cure period is, at the sole discretion of COA, grounds for termination of the contract. Termination of the Contract shall be as set forth in a Notice of Termination delivered in writing by email to Contractor to the address set forth in Article V. A Notice of Termination based on the Contractor's failure to cure in the allotted time shall be sent to Contractor within seven (7) calendar days after the expiration of the cure period. COA may consider a prior act of default, even though cured within the designated cure period, in exercising its sole discretion to terminate the Contract based solely on a subsequent default.
3. In the event funds to finance this contract become unavailable, due to a decision of the COA Manager or the COA Commission to reallocate resources or for any other reason, the COA may cancel the contract with no less than thirty (30) calendar days notice to Contractor in writing by email as set forth in Article V. The COA shall be the final authority as to the availability of funds.

ARTICLE IX – GOVERNING LAW AND VENUE

The Governing Law of this Contract shall be that of the State of Florida and Venue shall be in the courts of Alachua County.

ARTICLE X – NO ASSIGNMENT ABSENT COA CONSENT

This Contract was the subject of a public bidding process by the COA and the Contractor may not assign this agreement or the contract may not pass to a successor entity or person absent the consent of COA.

ARTICLE XI – REQUIRED EQUIPMENT AND PERSONNEL

Contractor must provide, throughout the term of this contract, adequate personnel and equipment including but not limited to that equipment set forth in Exhibit 3 of this Agreement.

ARTICLE XII – CONTRACT GENERAL CONDITIONS

The Contract General Conditions are attached hereto and incorporated herein in their entirety. The Contract shall prevail in the event of any conflict.

ARTICLE XIII – PUBLIC RECORDS

Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:

1. Keep and maintain public records that ordinarily and necessarily would be required by COA (OWNER) in order for COA to perform the services being performed by Contractor.
2. Provide the public with access to public records on the same terms and conditions that COA would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records or transfer, at no cost to COA, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to COA in a format that is compatible with the information technology systems of COA.

Contractor must promptly provide COA with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide COA a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by COA.

This provision will apply to all services provided unless Contractor can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of COA under Florida law. The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully refused to comply with a public records request within a reasonable time.

The Contractor shall contact Deputy COA Clerk Alan Henderson, Custodian of COA Public Records, at (386) 418-6104 or ahenderson@cityofalachua.com, concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.

ARTICLE XIV – RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by the Owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The Owner will pay the cost of any audit. The Owner shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year of the last signature affixed.


CONTRACTOR: SAS Lawn Care, Inc.

By: 
Stuart Smith


Its: PRESIDENT

Date: 19 Sep 17

Signed by the
Contractor in the presence of:



COA: COA

By:  (SEAL)
Traci Gresham

Its: COA Manager

Date: 9-26-17

COA CONTRACT GENERAL CONDITIONS

I. PURPOSE

It is the intent of COA (also referred to herein as "owner") to contract for labor, materials, tools, and equipment for the annual requirement for mowing and landscaping at various locations in the COA (see attached maps for locations).

II. GENERAL CONDITIONS AND INSURANCE REQUIREMENTS

These instructions are standard for all contracts for commodities and/or services offered by COA. COA may delete, supersede or modify any of these standard instructions. Bidder agrees that the provisions included within this quote shall prevail over any conflicting provisions within any standard form contract of the bidder regardless of any language in bidder's contract to the contrary.

1. Prices and Payment

- A. Prices bid shall be used for payment and these prices shall be deemed to include payment in full for all transportation in delivering all supplies, equipment and personnel to the point of delivery and work. All items to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended.
- B. The Contractor shall pay for all taxes, licenses, permits and inspections required for the work.

2. Insurance

- A. Except as otherwise specified in this contract, the contractor and any subcontractors of any tier will be required at their own expense to maintain in effect, before any work is authorized and at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation. All such insurance shall be an "**OCCURRENCE**" type policy and written in comprehensive form.
- B. The requirements specified herein as to types, limits and owner's approval of insurance coverage to be maintained by the Contractor and subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor and subcontractors under this contract.

- C. Any insurance carried by the owner which may be applicable shall be deemed to be excess insurance and the contractor's insurance primary for all purposes despite any conflicting provision in the contractor's policies to the contrary.
- D. For insurance purposes, the title of ownership of materials furnished under this contract shall remain with the contractor until the owner receives such materials at the specified destination.

(1) Additional Insured

- a. Upon award, all insurance coverages furnished under this contract, except for Workers Compensation and Employers Liability, shall include the owner, officials, directors, partners, consultants, agents and employees as additional insured with respect to the activities of the contractor and subcontractors. These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

(2) Waiver of Subrogation

- a. The Contractor and, subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against owner, officials, directors, partners, consultants, agents and employees.
- b. COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

(3) Certificates of Insurance

- a. The Certificate(s) of Insurance will be furnished by the Contractor upon notice of award. It shall be completed by the authorized representative and presented to the Purchasing Department. The certificate shall be dated and show the following:

- b. The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured Contractor and the policy number.
- c. Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.
- d. Shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- e. The Certificate(s) of insurance shall designate COA as certificate holder as follows:

City of Alachua
Attention: Donna Smith /Purchasing Specialist
15100 NW 142nd Terrace
Alachua, FL 32615

3. Workers Compensation and Employers Liability

- A. This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

(1) The liability limits shall not be less than required by Florida Law.

<i>Insurance:</i>	<i>Description:</i>
Workers' Compensation Employer's Liability	Statutory \$1,000,000 each occurrence

4. Comprehensive Automobile Liability

- A. This insurance shall be written in comprehensive form and shall protect the contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

(1) The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>

Bodily injury Property Damage	\$1,000,000 combined single limit Each occurrence
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5. Comprehensive General Liability

- A. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of the owner or others arising out of any act or omission of the Contractor or his agents, employees or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

(1) The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Personal injury and Property damage	\$1,000,000 combined single limit each occurrence and \$1,000,000 aggregate

6. Umbrella Liability Policy

- A. This insurance shall protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000.

7. Sovereign Immunity

- A. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the State of Florida or the COA beyond the waiver provided in Florida Statutes 768.28.

8. Jurisdiction, Venue and Application of Florida Law

- A. Jurisdiction and venue for any claim or cause of action arising under the contract, or related to performance thereunder, shall lie in the courts of competent jurisdiction of Alachua County, Florida. All claims or causes of action arising under the contract shall be resolved in accordance with the laws of the State of Florida.

9. Hindrances and Delays

- A. The Contractor expressly agrees that, in undertaking to complete the work/services within the time specified, Contractor has made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by the Contractor or his subcontractors for such hindrances and delays.
- B. If the Contractor or his subcontractors experience hindrances or delays which, in the Contractor's opinion, are not usually to be expected in the performance of the work, and which affect the performance of the work, he may request a change in the agreement. Such hindrances and delays may include, but not be limited to, acts or failures to act by the owner or other contractors employed by the owner, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- C. If a change in the contract is agreed to and accepted by owner due to work suspensions or hindrances and delays, the contract price will be increased by established and demonstrable costs submitted by the Contractor and accepted to the satisfaction of the owner.

10. Liens

- A. This project is a "public work" under Chapter 255, Florida Statutes. No liens may be filed against the owner. Any claimant may apply to the owner for a copy of this bid and the performance bond (if required of this bid). The claimant shall have a right of action against the contractor and surety for the amount due. Such action shall not involve the owner in any expense. Claims against the contractor or the surety are subject to timely prior notice to both the contractor and the surety as specified in section 255.05, Florida Statutes.
- B. , THE CONTRACTOR SHALL INSERT THE FOLLOWING PARAGRAPH IN EVERY SUB-SUBCONTRACT HEREUNDER:
- C. **"Notice: Claims for labor, materials and supplies are not assertable against COA, and are subject to proper prior notice to the contractor and to any surety, pursuant to Chapter 255 of the Florida Statutes."**

11. Responsibility for Damage to COA Property

- A. The successful Contractor shall use reasonable care to avoid damaging COA property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to COA.

12. Prohibition of Assignment

- A. Neither the owner nor Contractor shall assign, sublet or transfer any

interest in this agreement without the written consent of the other. Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), nor shall Contractor assign any monies due or to become due to it under this agreement without the prior written consent of the owner. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the agreement, whether arising in tort, contract or otherwise, without the written consent of the other party. These conditions and the entire agreement are binding on the heirs, successors and assigns of the parties.

13. Independent Contractor- Not an Employee of COA

- A. It is understood and agreed that contractor is an independent Contractor and not an employee of the owner. The owner will not withhold income taxes, social security or any other sums from the payments made to the Contractor. The contractor shall in no way hold Contractor out to any third person as an agent of the owner. All Contractors will be solely responsible for all employee or agent wages. All Contractors will be solely responsible for full payment to any outside employment agencies and/or subcontractors. All persons furnished by Contractor shall be considered solely its employees or agents and Contractor shall be responsible for payment of all unemployment, social security and other payroll taxes, including making contributions when required by law.

14. No Waiver of Rights

- A. No partial payment made under this agreement shall be evidence of the performance of the agreement either wholly or in part, and no payment shall be construed to be an acceptance of improper material or unsatisfactory Performance. No act of the owner in superintending, nor failure to disapprove or reject any material used, nor any extension of time for the completion shall be construed as acceptance of the work either wholly or in part. Acceptance shall be evidenced only by the final payment by owner.

15. Indemnity

- A. The Contractor shall indemnify and save harmless COA and its officials, directors, partners, consultants, agents, and employees from and against all claims, suits, actions, damages, or causes of action including claims for any personal injury, loss of life, or damage to property arising during the terms of this agreement due to the negligence, recklessness, intentional or otherwise wrongful misconduct of Contractor, any subcontractor, sub-supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, including but not limited to their agents, employees, invitees and all other persons in the performance of the services or delivery of goods for which the resulting agreement was entered into by for and against any orders, judgments or decrees, which may be entered thereto

and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of COA.

- B. The successful Contractor(s) covenants and agrees to indemnify and save harmless COA and to defend from all cost, expenses, damages, attorney's fees injury or loss to which COA and/or its officials, directors, partners, consultants, agents or employees may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful Contractor(s), subcontractor, sub-supplier any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

16. Purchase Orders and Termination

A. Purchase Orders

- (1) P.O.s are issued electronically. These P.O.s shall be fully effective and legally enforceable. By furnishing any services in response to a P.O. and/or giving any other indication of acceptance by P.O., the contractor agrees to be bound by all the terms and conditions set forth therein and every P.O. issued under this or any numbered RFB is an enforceable addition to the Contract Documents.

B. Termination without Cause

- (1) The agreement may be terminated by either party, without cause, by delivering written notice of termination ninety (90) days in advance of the stated termination date.

C. Termination for Cause

- (1) COA may terminate this Contract, including the continued performance under the Contract, for cause. Termination for cause includes, without limitation, any of the following events: (1) any default or breach of the Contract by the contractor; (2) substandard performance by the Contractor and/or the failure by the Contractor to comply with any of the conditions and/or specifications set forth in the Contract Documents; (3) unprofessional treatment of COA customers or employees by the Contractor, its partners, employees, agents, subcontractors or anyone for whom the Contractor is responsible; failure to meet payroll obligations; and/or (4) wrongful conduct of the contractor, its partners, employees, agents, subcontractor or anyone for whom Contractor is responsible, including, without limitation, negligence by them in performing under the Contract.

- (2) Should a termination for cause event occur, COA may terminate the Contract immediately without advance notice or, in COA's sole discretion, schedule a meeting with the Contractor to address any termination for cause event(s). Should COA decide after the meeting, that it cannot resolve the issues with the Contractor, COA may terminate the Contract Agreement immediately.
- (3) The Contract is further subject to immediate termination for severe breach of security or for misappropriation of COA property.
- (4) Failure by COA to terminate the Contract for cause upon the occurrence of a termination for cause event or to schedule a meeting upon such occurrence shall not be deemed a waiver by COA of any of its rights under this section.

17. Contract Documents Not Affected by Oral Agreement or Statement

- A. No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in the Contract Documents. All modifications, amendments and/or addenda to the Contract Documents must be made in writing by and on the then existing COA "Change Order" form and executed by contractor and owner in order to be legally enforceable.

18. Contract Documents Defined and Made Binding

- A. All of the RFB procedures, General Conditions, Special Instructions, Insurance & Bonding Requirements, and all attached requirements and specifications set forth herein shall, together, form the Contract Documents and as such shall be incorporated by reference into and made a part of the Contract executed between owner and contractor such that all the terms and conditions of the Contract Documents shall be fully binding on each party. By submitting a signed bid in response to this above numbered RFB, the contractor agrees to be bound by any and all terms and conditions of the Contract Documents.

19. Compliance with Laws and Regulations

- A. By its signature on the Contract, Contractor hereby certifies that it is aware of any and all applicable federal, state and local laws, regulations, orders of courts and/or governmental agencies, ordinances and permitting requirements and further certifies that it has taken or will take all actions necessary to ensure full compliance with such requirements, including full compliance by any subcontractors and/or materialmen employed by Contractor to perform on this Contract. Contractor agrees to indemnify and hold COA harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney's and expert's fees) related to Contractor's failure, and/or the

failure of its subcontractors and materialmen, to abide by the terms of this Section.

20. Disposal of Hazardous Waste and Used Materials

- A. All hazardous waste and used materials, such as containers, liquids, rags, filters, and solvents, etc. must be disposed of in accordance with all Federal, State and Local Laws and regulations.

21. Certification of OSHA Compliance and Indemnification

- A. By its signature on the Contract, Contractor hereby certifies that it is aware of any and all applicable federal and state requirements, including those imposed by rules and regulations of relevant governmental authorities, of the Occupational Safety and Health Act and further certifies that it has taken and will take all actions necessary to ensure full compliance with such requirements, including compliance by its employees, subcontractors and materialmen (and any person employed by either) for the duration of this Contract. Contractor agrees to indemnify and hold COA harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney's and expert's fees) related to Contractor's failure, and/or the failure of its subcontractors and materialmen, to abide by the terms of this Section.

22. 1-9 Verification Compliance and Indemnification

- A. By its signature on the Contract Agreement, Contractor hereby certifies that it is aware of any and all applicable federal immigration law requirements, including, without limitation, Contractor's obligation to properly verify the legal work status of each of its employees by the filing of a complete and accurate Form 1-9. Contractor also acknowledges the importance of ensuring that all personnel accessing any of COA's property have been properly verified through the 1-9 documentation process. Accordingly, Contractor further certifies that it has taken and will take all actions necessary to ensure full compliance with the Form 1-9 requirements, and any other applicable immigration law requirements, and shall also ensure the compliance with such requirements by any subcontractors and materialmen employed by Contractor on this Contract. Contractor agrees to indemnify and hold COA harmless for any and all claims, losses, penalties, fines and expenses (including, without limitation, any and all reasonable attorney's and expert's fees) related to Contractor's failure, and/or the failure of its subcontractors and materialmen, to abide by the terms of this Section.

23. Probationary Period

- A. Contractor is subject to ninety (90) day probationary period effective from date of contract. COA reserves the right to dismiss this contract should contractor not satisfactorily fulfill the probationary period.

24. Warranty

- A. Contractor warrants to owner that all work shall be free from defects in material or workmanship and that the services provided under the contract shall conform to all requirements of the contract and expectations of the owner. All materials and equipment furnished by contractor are guaranteed to be new, unused and to conform in all respects to the requirements of this contract. After receipt of written notice thereof, contractor shall promptly correct any defective work which may develop during the warranty period (one year following the date of final acceptance), and any damage to other work caused by such defects or the repairing of the same, all at contractor's expense. Contractor hereby assigns to owner any and all rights under any warranties contractor may have received or be entitled to from vendors of the materials and/or equipment incorporated into the work. The warranties set forth in this article shall apply to all replacement materials, equipment and services associated therewith to the same extent as it applies to original work provided and shall extend for a period of one (1) year beyond the date the replacement work is complete.
- B. Contractor agrees that materials furnished pursuant to the contract documents will come with a separate, all-encompassing and comprehensive warranty which will be furnished to owner at the time of the material's delivery. Warranty coverage shall commence on the first day of service to COA. Each product furnished shall be guaranteed by the successful contractor to be free from adulterants or impurities which might cause hazards or stoppages in the operation of standard equipment using the specified products.
- C. COA will not accept and specifically rejects any disclaimer of warranties of merchantability and fitness for a particular purpose for the product(s) and/or service(s) offered.

25. Renewal Options

- A. COA will enter into a contract with Contractor for a two (2) year period with the option to automatically renew that agreement for two (2) additional two year terms, under the same terms, conditions and prices. COA will, ninety (90) days prior to the end of any two year contract year, provide notice to Contractor as set forth in Article V, that COA elects not to renew the Contract for an additional year. Such election to terminate by COA will be effective at the end of the then existing Contract term. Contractor shall have ninety (90) days prior to the end of any contract year to notice and propose any changes, including price, to the

existing Contract. COA will send notice to Contractor, within five working days of receiving any such proposal, of the decision of COA to accept or reject or modify any part of the contract. Contractor shall then have until sixty (60) days before the termination of the existing contract term to: 1, accept extension under the then existing contract or as agreed to by COA. Acceptance by Contractor will result in a timely issuance by COA of a P.O. for renewal, or; 2, rejection of renewal under the existing contract, rejection or failure to notify COA within the same time period of acceptance will result in termination of the contract at the end of the then existing term. Nothing contained herein shall preclude the Contractor from discussing the terms and conditions of the Contract during the entire term. By furnishing any services in response to a P.O., the Contractor agrees to be bound by all the terms and conditions set forth therein and in the Contract Documents. Every P.O. issued under this above-numbered RFB will be considered an enforceable addition to the Contract Documents.

- B. In the event that COA chooses not to automatically renew the Contract, COA also reserves the right to not invite contractor to submit a bid for the next period.
- C. Bid prices shall remain firm for a period of two (2) years from the date of an award. At the time the option to renew is to be exercised, a bid prices change, will only be accepted by COA if a substantial increase occurred in the costs associated with the Contractor's compliance. This shall not result in any way in an increase of the margin of profit.
- D. All requests for price increases must be in writing and include supporting documentation as to the nature of the increase and shall be submitted by email to Ms. Donna Smith, Purchasing Specialist, dsmith@cityofalachua.org, at least ninety (90) days prior to renewal of a contract. COA approval, modification or rejection of any request shall be by email.

26. Reserved Rights:

- A. COA reserves the right to modify the insurance & any bonding requirements set forth at any time during the process of solicitation or subsequent thereto.

27. Additional Pricing & Payment Terms:

- A. It is the intention of COA to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to materials, services and work provided. No payment shall be made on invoices not listing a purchase order number. Discounts given on early payment, will be considered only if in the opinion of the Finance Department the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

28. Hazardous Materials Provision:

- A. Where applicable, the bidder agrees to furnish COA with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Chapter 422, Florida Statutes. Appropriate labels and MSDS's shall be provided for all shipments. Send MSDS's and other pertinent data to City of Alachua, Ms. Donna Smith, Purchasing Specialist, 15100 NW 142nd Terrace, Alachua, FL 32615.

29. Contractor:

- A. The Contractor must have, at all times, one worker on site that can communicate by speaking, reading, and writing in the English language.
- B. Employees of the Contractor will at all times have identification with them to show age of employee. No person under the age of 18 will be permitted on any COA work site.
- C. Contractor shall ensure all employees are provided and wear proper Personal Protective Equipment while working on COA property.

******END OF SECTION******

EXHIBIT 1
COA
DOWNTOWN REDEVELOPMENT AREA
TOWNE CENTRE
MEDIANS
TECHNICAL SPECIFICATIONS & SCOPE OF WORK
RIGHTS OF WAY LANDSCAPE SERVICE REQUIREMENTS

1. The successful contractor will follow good mowing and landscaping practices, servicing only the areas identified, described (Exhibit A and B). All services must be done Monday through Friday and between the hours of 7:00 AM to 7:00 PM. Any changes to this schedule must have prior approval by the CRA Coordinator, Chelsea Bakaitis, via email to and from cbakaitis@cityofalachua.com.
2. Contractors shall be properly licensed to perform any work requested. This includes licenses or permits associated with application of fertilizer, pesticides and herbicides. Installation of new or replacement materials shall be performed by a Certified Landscape Contractor, per the Florida Nursery, Growers, and Landscape Association, who has successfully completed landscape work similar in scope, material, design, and extent to that as required.
3. All services rendered shall be documented on vendor's landscape service report form and a copy e-mailed or faxed to cbakaitis@cityofalachua.com. Proper documentation of landscape service will be required for expeditious processing of payments. Work must be performed to the satisfaction of the CRA Coordinator who will inspect work and approve payment. No additional work outside the terms of the Base Bid contract may be performed without prior approval by CRA issuance of a COA Change Order.
4. All work will be performed in a professional and workmanlike manner by experienced and well trained staff. The contractor shall provide a sufficient number of operators and equipment to ensure the timely completion of the Scope of Work.
5. **WORK SCOPE:**
 - A. **LANDSCAPE WORK** shall generally consist of maintaining the rights of way to look neat, clean, and professional. Work shall be performed according to the following guidelines.
 - (1) Pick up/dispose of litter. Maintain area and clean up debris, leaves, clippings, dead branches, etc. to give the downtown a tidy appearance. Dispose of all collected debris off-site.
 - (2) Weeding shall be performed in all areas of the public rights of way including plant beds, sidewalks, and city owned parking lots. Special care must be taken to not remove landscape plants when removing dead vegetation. Apply pre-emergent weed control seasonally.
 - (3) Fertilize landscape beds and grassy areas. Lantanas should be fed "Bloom Buster" in order to keep flowers blooming until winter cold.
 - (4) Remove leaf and other debris. Power blow sidewalks to ensure clean appearance. Use a Billy Goat or similar vacuum leaf collection equipment along street fronts and in gutter lines. Remove leaves from landscape beds. No vegetative matter or trash will be blown off site, particularly, not onto streets or where it may enter the storm

water collection system.

- (5) Cover landscape beds when frost is predicted.
- (6) Apply herbicide application for Spanish moss, and removal of mistletoe. Clean residue of application from sidewalk, walls and roadways.

B. INSTALLATION of new or replacement plants including turf and annuals shall be performed according to the following guidelines.

- (1) Contractor will be responsible for determining the design of all plantings, including where replacements are needed.
- (2) Contractor must coordinate with City concerning plant type. City will provide new and replacement plants.
- (3) All plant material shall comply with the "Florida #1" grade quality standard as defined and specified within the latest edition of the "Florida Grades and Standards for Nursery Plants" as published by the Florida Department of Agriculture and Consumer Services, Division of Plant Industries. Provide healthy, vigorous stock grown in a recognized nursery in accordance with good horticultural practices and free of disease, pests, defects, and injuries.
- (4) Identify and verify the location of all utilities within the proposed planting areas. Contractor to contact Sunshine State One Call of Florida, Inc. as required by Chapter 556 of Florida Statutes prior to any excavation or planting activities.

C. MULCH shall be laid seasonally according to the following guidelines.

- (1) New mulch should be three inches deep and leveled below the curb/edge of the sidewalk to prevent washout.
- (2) City will provide the type of mulch according to contractor recommendations. It is the responsibility of the successful contractor to determine the quantity of mulch required.

D. MOWING shall be performed according to the following guidelines.

- (1) Before each cutting, all trash and debris that would hinder the mowing process, shall be removed from the site.
- (2) Unless otherwise directed by facility staff turf should be cut to a 3" level and, in no case more than 1/3 of the total leaf surface area removed at any one time. Mowing shall be with a reel/rotary/or mulching mower.
- (3) At the end of each mowing visit; all paved surfaces will be blown off to maintain a well-kept, neat appearance.
- (4) Contractor mowing methods and procedures should be consistent with publication materials distributed by the Institute of Food and Agriculture Sciences (IFAS).

E. EDGING shall be performed according to the following guidelines.

- (1) Tree rings, plant beds, buildings, sidewalks, fences, driveways, parking lots, curbs, valve boxes and other surfaced areas bordered by grass will be edged with a 90 degree square cut once every mowing visit. Avoid bark injury to isolated trees and shrubs growing in lawn areas. Any runners cut during the edging/trimmings process shall be removed.
- (2) Turf around sprinkler heads will be trimmed so as to not interfere with or intercept water output.

F. PRUNING shall be performed on trees, shrubs, and other landscape plants according to

the following guidelines.

- (1) All landscape grasses such as bluestem, and shrubs shall be pruned in a neat manner so they do not overflow into driveways, walkways and parking areas.
 - (2) Prune tree limbs within reach, including shoots that grow from the base of the Alachua pear trees. Limbs shall be trimmed in a manner, which will prevent any direct physical contact when walking in driveways, walkways, parking areas and turf areas.
- G. **IRRIGATION** system is to be maintained in optimal working condition to obtain a green and professional landscape appearance according to the following guidelines.
- (1) Advise and set timing of the sprinkler system for each season.
 - (2) Operate and inspect irrigation system after each mowing event. Any damages shall be repaired by the contractor at the contractor's expense.
 - (3) The City will supply replacement sprinkler heads and nozzles when presented with broken parts.
 - (4) Advise the CRA Coordinator and Public Works Department of time clock and valve problems prior to making repairs. The Contractor is responsible for monitoring the water needs of all landscape beds and coordinating the appropriate irrigation settings.
 - (5) Where applicable, an approved "rust prevention" chemical will be supplied to the irrigation system tank to prevent discoloration of the buildings and walkways.
 - (6) Sprinkler heads will be adjusted to properly cover designated watering zones.
 - (7) Review map for irrigation line connections (Exhibit C).
- H. **EVENTS:** General landscape maintenance will need to be completed immediately before downtown events such as festivals. Contractor shall receive a schedule of events from the CRA Coordinator.
- I. **EMERGENCIES:** Maintenance may be required from time to time for emergency events such as a truck running over a landscape bed, or clean-up after a storm event.
6. **FREQUENCY:** The contractor is expected to provide a calendar schedule of work at the start of each contract year according to the frequencies listed below.
- A. **Winter Schedule (January-March)**
- (1) Weekly:
 - a. Power blow sidewalks. Use a Billy Goat or similar vacuum leaf collection equipment.
 - b. Remove leaves from beds.
 - c. Pick up and dispose of litter and vegetation debris.
 - d. Prune landscape plants and trees as needed.
 - (2) Bi-Weekly:
 - a. Mow, string-trim, and edge all grassy areas.
 - b. Weed rights of way.
 - (3) As needed:
 - a. Cover landscape beds when frost is predicted.
- B. **Spring Schedule (April-June)**
- (1) Weekly:
 - a. Pick up and dispose of litter.

- b. Mow, string-trim, and edge all turf areas.
 - c. Weed rights of way.
 - d. Power blow sidewalks. Use a Billy Goat or similar vacuum leaf collection equipment.
- (2) Bi-Weekly:
 - a. Prune landscape plants.
 - b. Remove leaves and other debris from landscape beds.
- (3) Start of season (April):
 - a. Fertilize grassy rights of ways.
 - b. Fertilize landscape beds.
 - c. Feed lantanas "Bloom Buster."
 - d. Remove dead vegetation from beds, being careful to not remove fresh blooms.
 - e. Install replacement plants.
 - f. Install annuals in selected beds, with especial focus on beautifying Theater Park. Contractor will generally decide the design of plantings.
 - g. Lay mulch.
 - h. Spray Spanish moss in problem areas.
 - i. Remove mistletoe from trees.
- C. Summer Schedule (July-September)**
 - (1) Weekly:
 - a. Pick up and dispose of litter.
 - b. Mow, string-trim, and edge all turf areas.
 - c. Weed rights of ways.
 - (2) Bi-Weekly:
 - a. Prune landscape plants.
 - b. Remove leaves and other debris in landscape beds.
 - c. Fertilize landscape beds.
 - d. Feed lantanas "Bloom Buster."
- D. Fall Schedule (October-December)**
 - (1) Weekly:
 - a. Power blow sidewalks. Use a Billy Goat or similar vacuum leaf collection equipment.
 - b. Remove leaves and other debris in landscape beds.
 - c. Pick up and dispose of litter.
 - (2) Bi-Weekly:
 - a. Mow, string-trim, and edge all turf areas.
 - b. Prune landscape plants.
 - c. Weed beds.
 - (3) Start of Season (October):
 - a. Fertilize landscape beds
 - b. Fertilize grassy rights of ways.
 - c. Feed lantanas "Bloom Buster."
 - (4) End of Season (December):
 - a. Pre-emergent weed control applied to rights of ways.

7. Further, the City may desire other maintenance outside the work scope. The City may solicit quotations for these work items. The Contractor will provide a written cost proposal to the City for the work requested and must receive written authorization from the City in the form of a COA Change Order prior to commencing task. The work, if performed, shall be invoiced separately from the monthly bill for general landscaping and mowing.
8. **RIGHTS OF WAY WORK LOCATIONS** are indicated below. For more detail please refer to attached maps.
 - A. Downtown Redevelopment Area:
 - (1) Main Street from US Highway 441 to Peggy Road;
 - (2) Side streets running east and west between State Road 235 and Main Street and between Main Street and NW 142 Terrace. Provide unit cost per side street (\$ per month per street segment).
 - B. Towne Centre:
 - (1) NW 142nd Terrace from US Highway 441 to NW 150th Avenue;
 - (2) NW 144nd Way from US Highway 441 to NW 151st Boulevard;
 - (3) NW 147th Drive from US Highway 441 to NW 151st Boulevard;
 - (4) NW 151st Boulevard from NW 142nd Terrace to NW 147th Drive; and
 - (5) NW 152nd Lane from NW 142nd Terrace to NW 144st Street.
 - C. US highway 441 Medians
 - (1) Eleven (11) center highway medians on US Highway 441 from Rachel Boulevard (County Road 2054) overpass to NW 147 Drive.
 - (2) All medians, as illustrated in MAP A, shall be well-maintained, and aesthetically pleasing to enhance the City image. Median condition, safety, and attractiveness shall illustrate community pride, and economic vitality.
 - (3) Qualified Personnel; Florida State licensed landscape architect, certified arborist, qualified nurseryman or forester assist in the selection and design for highway landscaping.
 - (4) Contractor shall come up with their own landscape design for each of the designated areas for the three changing seasons (spring, summer, and fall) with color schemes that complement the architecture and décor of the City, surrounding natural elements, and is subject to the prior approval of the COA Public Services Director. Contractor shall furnish all plants, flowers, labor, equipment, supplies, and services required to install for the three changing seasons.
 - (5) All other required maintenance shall be in accordance with the Work Scope and Frequency.

RIGHT OF WAY MOWING & LANDSCAPING SERVICE WORK LOCATIONS

1. Streets / Road Right of Ways in the Downtown Redevelopment Area
 - See attached Map Exhibit A.

- Main Street from US Highway 441 to Peggy Road / County Road 2054;
- NW 142 Terrace from US Highway 441 to NW 150 Avenue;
- NW 144 Street from US Highway 441 to NW 151 Boulevard;
- NW 147 Drive from US Highway 441 to NW 151 Boulevard;
- NW 151 Boulevard from NW 142 Terrace to NW 147 Drive; and
- NW 152 Lane from NW 142 Terrace to NW 144 Street.

2. Side Streets / Road Rights of Way in the Downtown Redevelopment Area

- See attached Map Exhibit B.
- Side streets running east and west between State Road 235 and Main Street and between Main Street and NW 142 Terrace. Provide unit cost per side street (\$ per month per street segment).

3. US Highway 441 Medians (Note: Summer Maintenance Schedule for US Highway 441 includes Bi-weekly and Monthly Maintenance)

- See attached Map Exhibit B.
- Eleven (11) center highway medians on US Highway 441 from Rachel Boulevard (County Road 2054) overpass to NW 147 Drive. Provide unit cost per median street (\$ per month per street segment)

*****END OF THIS SECTION*****

Exhibit A
Page 1 of 1

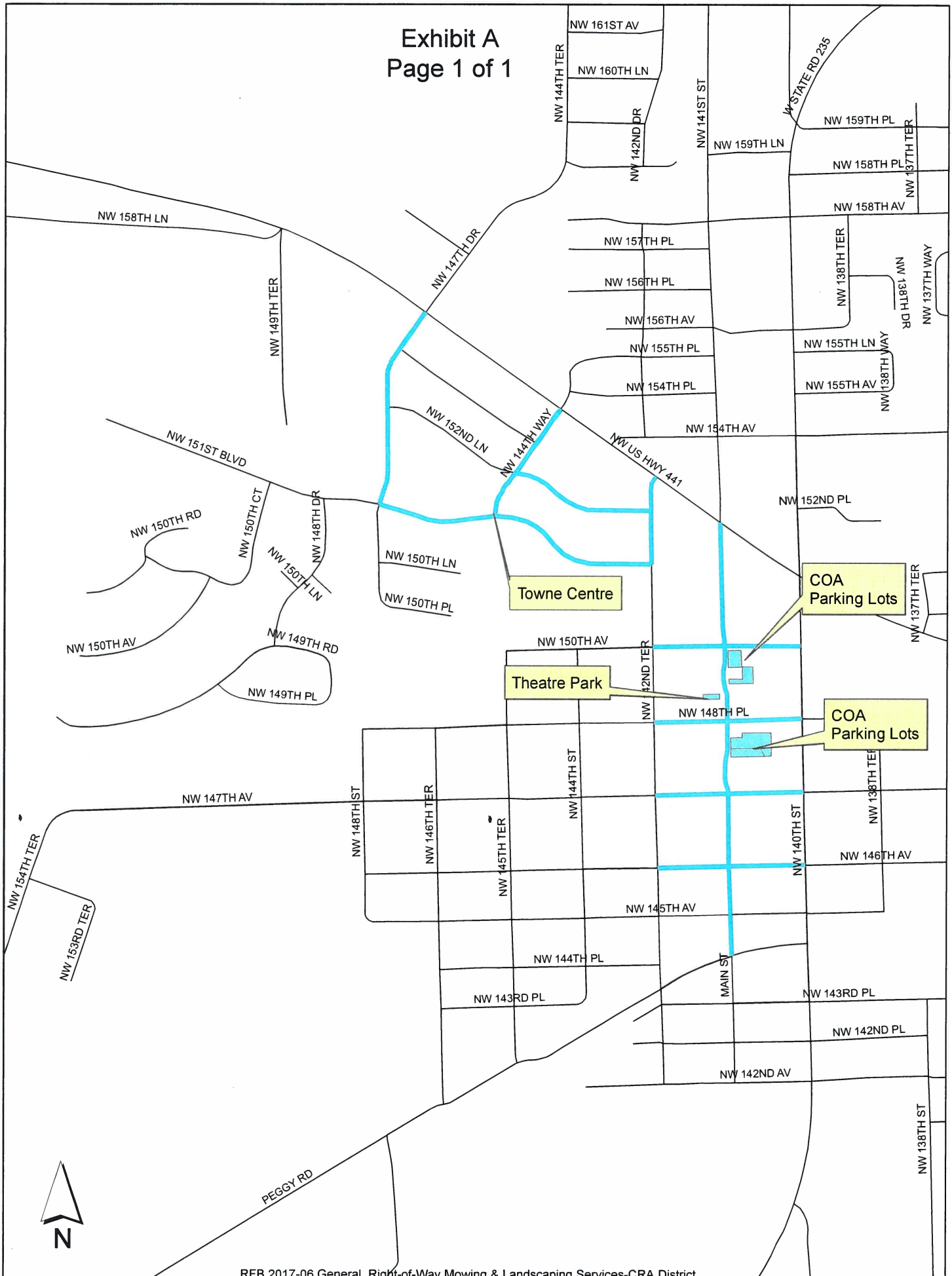


Exhibit B
Page 1 of 1

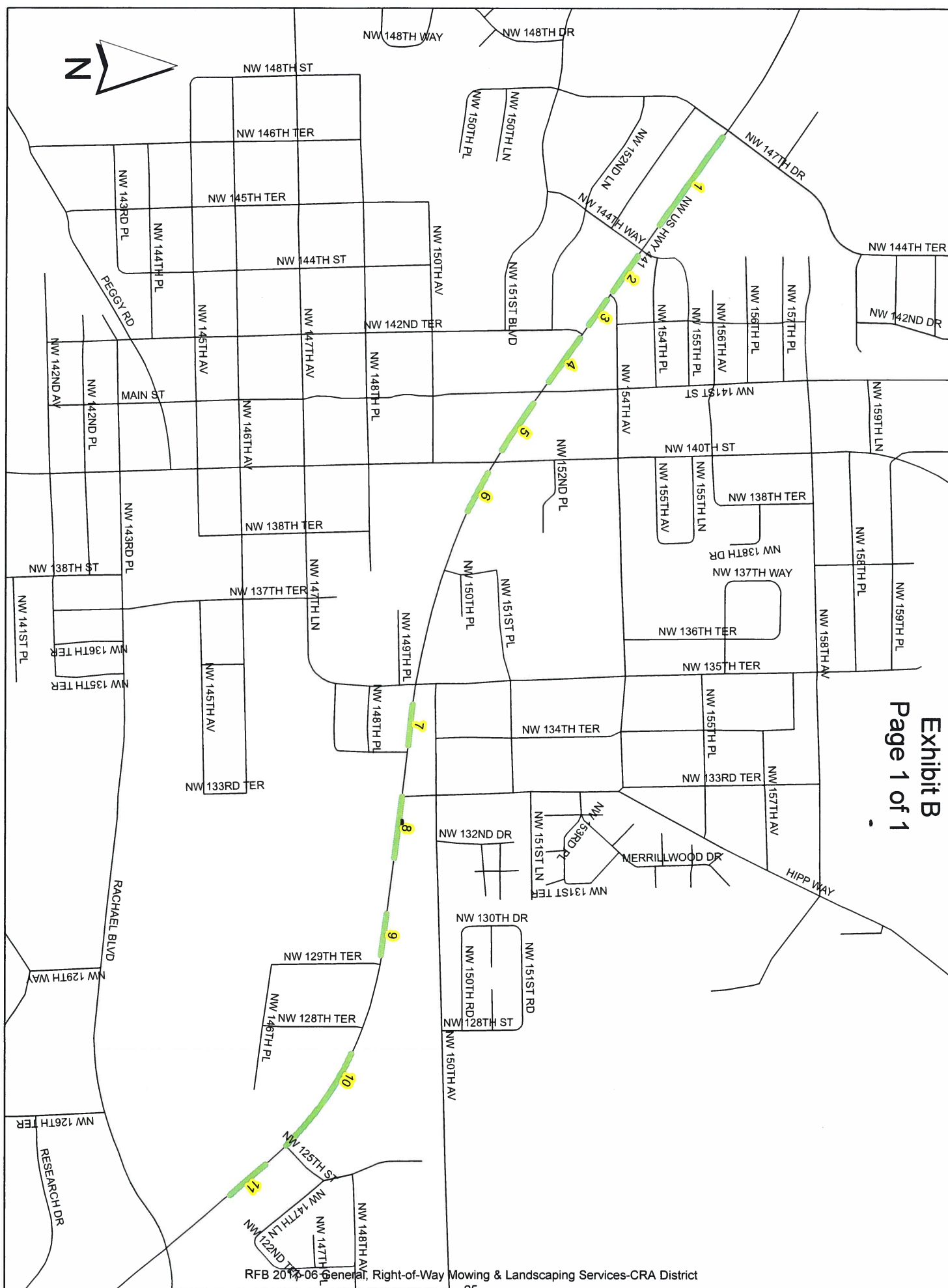


Exhibit C
Main Street Irrigation Zones
Page 1 of 1



EXHIBIT 2
CITY OF ALACHUA
GENERAL MOWING & LANDSCAPING SERVICE PROPOSAL

Bid Form

COA may elect to award BOTH the bid for General Mowing & Landscaping Service (No. 1), AND (No. 2) Right of Way Mowing & Landscaping Service, or award No. 1 and No. 2 separately.

Work Location	Responsibility Area	Monthly Charge For General Mowing & Landscaping Service
1. Streets, Road Rights of Way and Irrigation System in the Downtown Redevelopment Area Exhibit A and Exhibit C		
And		
Side Streets/Roads Right of Way in the Downtown Redevelopment Area (per Street segment) Exhibit A	CRA	\$ <u>2400</u>
2. US Highway 441 Medians (per median) Exhibit B	CRA	\$ <u>880</u>
TOTAL		\$ <u>3280</u>



**CONSOLIDATED
EXHIBIT 3
CERTIFICATION FORMS**

1. REFERENCES LISTING FORM
2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
3. FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM
4. DRUG-FREE WORKPLACE FORM
5. CERTIFIED EQUIPMENT LIST

REFERENCES LISTING FORM

List a minimum of four (4) local government or private references for similar contracts, which you have completed within the past 5 years. (Please print/type)

Customer Name: Bosshardt Property Management
 Address: _____
 Telephone: (352) 240-2713 ext 482 Fax: ()
 Contact Name: Debbie Houdershel
 Type of Contract: Apartment Complex
 Complete Date: _____
 Contract ☐ DID ☐ DID NOT Have reportable findings
 Email Address: debbiehoudershel@bosshardt.com

Customer Name: Sysco Redistribution Center
 Address: _____
 Telephone: (386) 418-8600 Fax: ()
 Contact Name: Bill Griffin
 Type of Contract: Commercial Property
 Complete Date: _____
 Contract ☐ DID ☐ DID NOT Have reportable findings
 Email Address: Griffin.William@baughse.sysco.com

Customer Name: 2nd Centre Apartments (American Campus Properties)
 Address: _____
 Telephone: (352) 441-0069 Fax: ()
 Contact Name: Rick Joyner
 Type of Contract: Apartment Complex
 Complete Date: _____
 Contract ☐ DID ☐ DID NOT Have reportable findings
 Email Address: wjoyner@americancampus.com

Customer Name: Leland Management
 Address: _____
 Telephone: (661) 214-5834 Fax: ()
 Contact Name: Nicole Arias
 Type of Contract: Commercial properties
 Complete Date: _____
 Contract ☐ DID ☐ DID NOT Have reportable findings
 Email Address: Narias@lelandmanagement.com

My company has been in this type of business for _____ years. There are 12 employees in my company. 5 employees will be dedicated to this project.

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ
INSTRUCTIONS ON REVERSE)**

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name

SAS Lawn Care Inc.

Date

9/5/17

By

Wallace Folds manager

Name and Title of Authorized Representative

Wallace Folds

Signature of Authorized Representative

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Alachua
(print name of public entity)
- by Wallace Folds manager
(print individual's name and title)
- for SAS Lawn Care Inc.
(print name of entity submitting sworn statement)
- whose business address is Lawn Care

and (if applicable) its Federal Employer Identification Number (FEIN) is

46-1814300

(if the entity has no FEIN) include the Social Security Number of the individual signing this sworn Statement

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes means
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person

of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(c) Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

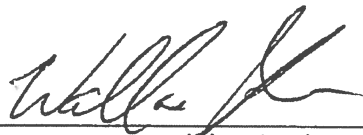
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

☐ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

Sworn to and subscribed before me this 6th day of September, 2017

Personally known _____

OR produced identification HDL F432- Notary Public - State of Florida
891-79-226-0
FL 432-891-79-226-0 My Commission expires 8/22/2018
(Type of Identification)

Joye Ellen Emerson
(Print, typed or stamped commissioned name of notary public)



JOYE ELLEN EMERSON
MY COMMISSION # FF 115075
EXPIRES: August 22, 2018
Bonded Thru Budget Notary Services

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies

that SAS Lawn Care Inc. does:
(Business Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work- place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: William De

Date: 9/5/17

Certified Equipment List

The Bidder/Contractor certifies and represents that it owns, leases or otherwise by formal agreement has available the following equipment and the listed equipment is adequate to, considering mechanical breakdown and other temporary or permanent loss of use, perform the described Scope of Work in accordance with the Contract Documents.

- ☒ Transport Vehicle and Trailers
- ☒ Mowers
- ☒ Blowers
- ☒ Billy Goat or equivalent Vacuum System
- ☒ Spreaders & Sprayers
- ☒ Edger/String Trimmers
- ☒ Chain Saws
- ☒ Gardening Tools (Shovels, Rakes, Hoes, Picks, Cultivators)
- ☒ Pruning Tools (Hand Pruners, Loppers, Hedge Shears & Trimmers, Pruning Saws)
- ☒ Irrigation Repair Equipment

BIDDER

BY: Wallace J. J. J. SAS Lawn Care Inc.
DATE: 9/15/17 General Manager