



City of New Port Richey
5919 Main Street, New Port Richey, FL 34652
727-853-1016

INVITATION TO BID BID 16-016

The City of New Port Richey, Florida, is accepting SEALED PROPOSALS from qualified vendors to provide the following:

BID TITLE:	Mowing and Grounds Maintenance
MANDATORY CONFERENCE:	Mandatory On-site Inspection Is Required
BID NOTE:	
Bids will be received in the office of the City Clerk until:	2:00 PM Wednesday 06/29/2016
Bids will be opened and read in City Council Chambers at:	2:00 PM Thursday 06/30/2016
Please Submit (3) three complete copies of the bid to:	City of New Port Richey Attn: City Clerk 5919 Main Street New Port Richey, FL. 34652
To obtain a proposal packet:	Public Works Department 727-841-4536 griskoa@cityofnewportrichey.org
To obtain additional information and schedule site visits contact:	Public Works Department 727-841-4536 griskoa@cityofnewportrichey.org
<i>The City of New Port Richey reserves the right to waive any and all bids received.</i>	

City of New Port Richey
Mowing and Grounds
Maintenance

BID 16-016

City of New Port Richey
Mowing and Grounds Maintenance
BID 16-016

The City of New Port Richey, Florida, is accepting SEALED PROPOSALS from qualified vendors to provide the following: BID 16-016, Mowing and Grounds Maintenance

Bids will be received in the office of the City Clerk until **2:00 pm on Wednesday, June 29, 2016** and will be opened and read in City Council Chambers at **2:00 pm on Thursday, June 30, 2016**.

Please Submit (3) three complete copies of each bid to the attention of the City Clerk, City of New Port Richey, 5919 Main Street, New Port Richey, FL 34652, sealed in a single envelope or box marked with the bidder's name and address and "BID 16-016 MOWING AND GROUNDS MAINTENANCE"

To obtain a proposal packet, please contact Administrative Office Manager Amanda Grisko at 727-841-4542, via email at griskoa@cityofnewportrichey.org or on the City website at www.citynpr.org.

To obtain additional Mowing and Grounds Maintenance information and schedule site visits, please contact the Public Works Department at 727-841-4542 or via email at griskoa@cityofnewportrichey.org.

Email all questions to Amanda Grisko at griskoa@cityofnewportrichey.org by **3:00 p.m. on June 15, 2016**. A single response addressing all questions will be e-mailed to all bidders of record by: **4:00 p.m. on June 22, 2016**.

Bids must be submitted by the date and time indicated. Bids not submitted by that time will be refused. The City of New Port Richey reserves the right to waive any and all bids received.

Scope of Services

The selected contractor shall provide mowing and maintenance services for the areas shown on the attached pages. The mowing timetable is included in sections 1 thru 4. Services will be as follows:

1. Semi-monthly (twice a month) during the months of October through February; inclusive.
2. Weekly during the months of March through September; inclusive.
3. Special Events; mowing will be as needed.
4. Mowing may be postponed during dry periods that do not promote ample growth of grasses.
5. The Contractors mowing equipment must have roll over control and safety belts for operators.
6. The Contractor shall pick up all trash (paper, bottles, cans, etc.) prior to mowing the various areas, and shall take care not to mow over trash or other items. The amount of trash picked up is to be recorded on the monthly invoice.
7. Parking areas, walkways, pavilions, and all concrete/asphalt areas shall have all grass and debris blown off the surfaces at the completion of trimming, edging and mowing.
8. No mowing prior to 7 a.m.
9. No mowing on Sundays.
10. The Contractor shall report any damages immediately to the Public Works Department resulting from mowing, weed eating or edging services.
11. All sidewalks and curbs are to be edged and cleaned.
12. If a Nationally recognized Holiday falls on a regular mowing day the contractor must mow on the holiday or another day during that same week.

Agreement for Services:

Successful bidder is required to execute an agreement for services before start of the project. Upon award of this contract, the successful contractor will provide the City with a written schedule of work.

Deliveries or Performance:

The successful bidder shall be required to complete the work schedule as outlined under the Maintenance Specifications. Contract shall be for 17 months beginning on August 1, 2016 through December 31, 2017.

The City of New Port Richey reserves the right to extend this annual contract if the work is performed satisfactory under the same terms and conditions for up to (3) three (1) one year contracts with a maximum of a 3% increase upon request. With written consent of the contactor and provided that funds are available.

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements and ensure their timely completion.

Activities under this contract must be coordinated with the activities of others in working simultaneously. The Contractor shall cooperate fully in minimizing work interference and will exercise caution to prevent the occurrence of damage to the work being performed by others.

Failure of Contractor to perform any of the services under this contract within twenty-four (24) hours of receipt of written demand for performance from the City shall constitute Breach of Contract.

Reserved Rights:

The City reserves the right to accept or reject any and all bids, to waive irregularities and technicalities and to require resubmission. Also the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the first submission date may or may not be rejected by the City.

Permits and Regulations:

In order to perform public work, the successful bidder shall, hold or obtain such contractors and/or business licenses as required by State Statutes and City ordinances. The Contractor shall secure licenses and permits.

Legal Requirements:

The success bidder shall comply with all Federal, State and county, local laws, and ordinance rules and regulations that in any manner affect the contract in any way. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

Expenses Incurred in Preparing Bid:

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of this bid. Such expenses shall be borne exclusively by the bidder.

SPECIAL CONTRACT REQUIREMENTS:

Protection of Work Property:

The contractor shall continuously maintain protection of all his work from damage and shall protect the City's property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury or loss.

Termination of Contract:

Bidders shall agree that if awarded the contract for the time specified and contractor fails to perform the services as requested in the work statement, the City reserves the right to cancel the contract for such cause, upon thirty (30) days written notice by the City to the contractor.

Cancellation:

The City shall have the right to unilaterally cancel, terminate or suspend this contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the City and the Contractor that funding for any successive fiscal year is contingent upon appropriation of monies by the City Council. In the event that funds are not available or not appropriated, the City reserves the right to terminate the contract. The City will be responsible for any outstanding invoices prior to the termination.

Insurance:

The bidder selected under this agreement shall maintain during the life of the contract, worker's compensation insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers Compensation Law.

Minimum Insurance Required:

Prior to the time the contractor is entitled to commence any part of this work or service under this contract, the Contractor shall procure, apply for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivered copies to the City: (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and two (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers Compensation: limits as required by law, employer's liability insurance of not less than \$100,000 for each accident.
2. Comprehensive General Liability Insurance: including, but not limited to independent contractor, contractual, premises/operations and personal injury covering the liability assumed under provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 for each occurrence.

Bidders Requirements:

Prior to the submission of a bid form, bidders shall examine the documents, visit the site of work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure of any bidder to visit the site shall in no way relieve any bidders from obligations with respect to this bid.

Visits to the site should be scheduled between the hours of 8:00am and 3:00pm, Monday through Friday. Contact John Fussell (727) 841-4536.

Release of Liens:

The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

Waivers of lien are required for all disbursements for the entire project.

Bidders are to complete the Source of Supply and Subcontractors form if applicable. This form must be included with the bid form and must be complete.

Mandatory On-site inspections/questions:

Site visits are required with John Fussell prior to submitting a quote.

Contact: Public Works Department
Telephone Number (727) 841-4536
Monday – Friday 8:00 a.m. – 3:00 p.m.

Warranty of Services:

All work performed and products provided by the Contractor shall be warranted against defects in material and workmanship and are to be conditionally guaranteed by the vendor for a period of at least one (1) year. Any recurrence of maintenance problems due to defects in such material and workmanship within the time frame shall be repaired or replaced by the Contractor at no additional cost to the City. Damage to City and/or private property by such defect shall be repaired or replaced at no additional cost to the City. All work provided under this contract shall apply to all other services provided under this contract. This is to be put in writing prior to executing the contract.

Contract Administration Data:

The Contractor shall submit original invoices to: New Port Richey Public Works Department, 6132 Pine Hill Rd., Port Richey, FL 34668. In addition, the Contractor shall cite on each invoice the contract number and the payment terms.

Subcontracting:

The prospective contractor shall not subcontract, assign, or transfer any of the work under this solicitation.

Performance Bond:

A performance bond in the amount equal to three month's service is required.

Price Quote:

Provide sub total costs for each location with a grand total cost for all four (4) sections of the Mowing Contract on Base Price bid form attached.

Bid Acceptance Period:

Any bid submitted shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

Section 1 – Parks Locations

Fiver Drive Park:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs and lift station to be trimmed to ground level.

Fuss Park (Avery Road):

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs to be trimmed to ground level.

Jasmine Drive Park:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs and lift station to be trimmed to ground level.
- c. (a) and (b) also includes areas between the curb and sidewalk.
- d. All sidewalk and curb to be edged on both sides and cleaned from south property line to the north property line.

Boat Dock behind Chamber of Commerce:

- a. All grass to be mowed to a height of 3". (6348 thru 6354 River Road) to Main Street sidewalk and from the river to the meter boxes behind the Chamber of Commerce and one island west of the parking lot and to River Road along side of the adjacent property.
- b. All areas around the base of trees, shrubs, poles, benches, signs and seawall to be trimmed to ground level.
- c. Sidewalk to be edged and cleaned from the bridge west in line with the sprinklers.

Cotee River Park

- a. All grass to be mowed to a height of 4".
- b. All areas around base of trees, shrubs, poles, signs and seawall to be trimmed and edged to ground level between roadway and seawall.
- c. All sidewalk and curb to be edged and cleaned.

Orange Grove Ave. – Median Area Orange Grove and Grand from the road to river the length of the 2 lots facing Grand:

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs and seawall to be trimmed and edged to ground level between roadway and seawall.

Frances Ave Park

- a. All grass to be mowed to height of 3". Area includes Frances Ave. fence on north side to fence on south side of river and property adjacent to Frances Ave. on both sides of the fence at the end of Frances Ave.
- b. All area around base of trees, shrubs, signs, lift station playground equipment trimmed to ground level.
- c. Louisiana Ave. side from fence on east to culvert on east side of river down to waters edge by canoe launch.
- d. Sidewalk and curb to be edged and cleaned.

High Street Park

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, benches, signs to be trimmed to ground level.

Pine Hill Cemetery

- a. All grass to be mowed to height of 3". Includes all areas inside fence and along roadway.
- b. All areas around tombstones and markers to be trimmed to ground level and cleaned.
- c. All areas around base of trees, shrubs, wall and entrance to be trimmed to ground level.

James E. Grey Preserve

- a. All grass to be mowed to a height of 3".

- b. All areas around picnic shelter, benches, roads, restrooms to be trimmed to ground level and lot outside of the Preserve.

Kulhawik Property

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.

Meadows Park

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks and curbs to be edged and cleaned.
- d. Mowing includes dog run areas.

Grand Boulevard Park

- a. All grass to be mowed to a height of 3" from Grand to west property line including inside the retention area that is fenced in.
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks and curbs to be edged and cleaned.

Section 2 – Grounds Division

Thomas Meighan Parking Lot (Nebraska Ave.)

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned to include around Lift Station.
- d. Edge all curbs.

Gerben De Vries Parking Lot (Adams St.)

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned.

- d. Edge all curbs.
- e. The grass strip along Adams St. by the parking lot by the Verizon building.

Medians- Central Ave.

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned and to include beds in middle.

Belleview Triangle

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches, signs to be trimmed to ground level.
- c. Edge sidewalk.

Jasmine Drive, Palmetto Road and River Road Triangle

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs to be trimmed to ground level.
- c. Edge all curbing and sidewalks.

Jasmine Medians

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs to be trimmed to ground level.
- c. Edge all curbing.

Islands at Jasmine Drive at Avery

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles and signs, to be trimmed to ground level.

Madison Street Bridge

- a. All grass to be mowed to height of 3". Includes areas at both ends of the bridge.
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all sidewalk and curbs.

Madison Street North of Cecelia - Both Sides of Madison

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All sidewalks in front and on sides to be edged and cleaned.
- d. Edge all curbing.

Tanglewood Terrance Entrance Island - Phase 1

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all curbs.

Right of Way Median on Marine Parkway, West Side of US Hwy 19

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Two Medians (Cul-de-Sac) On Marine Parkway East of US Hwy 19

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs and benches to be trimmed to ground level.
- c. Edge all around outside gutter area.

Hazeldon Estates Entrance

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all around curbing and clean.

Right of Way Property on the West Side of Van Buren Street

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Mow ROW behind fence (White) PVC.

The Meadows Entrance/Right of Way Area on the North Side of Cecelia Drive

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all sidewalks and outside curbing.

Island Area at the end of Manatee Point Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Gloria Swanson Parking Lot

- a. All grass to be mowed to a height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned to include around Lift Station.
- d. Edge all curbs.

Morning Star Lane Triangle

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

Island Area at Louisiana Ave and Oak Ridge Ave

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

2 Lots on Garden Drive

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.

ROW- Main Street from Congress to Rowan Road

- a. All grass to be mowed to height of 3".

- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

ROW- Main Street from Madison to US Hwy 19

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All beds to be edged and cleaned.

Fleet Maintenance Building, 6420 Pine Hill Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. Edge all concrete and asphalt.
- d. All sidewalks and curbs to be edged and cleaned.

Public Works Operation Center, 6132 Pine Hill Road

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned
- d. Edge all curbing.

Police Station, 6739 Adams Street

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles and signs to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned.
- d. All areas inside the wall, parking area to be cut and edged.

Fire Station #2, 6121 High Street

- a. Trim shrubs surrounding the Fire Station, twice per year, to a height of 36 inches.
- b. All grass to be mowed to height of 3".
- c. All areas around base of trees, shrubs, poles, signs to be trimmed to

ground level.

- d. All sidewalks to be edged and cleaned.

Recreation & Aquatics Complex, 6630 Van Buren Street

- a. All Floratam to be mowed to height of 4". All other areas 3". Area includes: from Kentucky Ave. south to Indiana Ave. and from Van Buren St. east to fence on boundary of complex. Included in area: tennis court area, pool area, playground area, recreation building area, Park complex.
- b. All sidewalks and curb to be edged and cleaned.
- c. All areas around base of trees, shrubs, poles, signs, benches and fences to be trimmed to ground level.
- d. Small retention pond directly behind recreation center and upper retention on North side of Recreation Center.
- e. Retention pond south of Senior Center on Van Buren.
- f. Retention pond west of Maintenance facility on Indiana.
- g. Trim inside skate park fence.

Section 3 – Stormwater

Azalea Drive Lake

- a. All grass to be mowed to a height of 3" from lake to roadway both sides. From back side of property at 5253 Kapok Dr., North to backside property line at 4903 Azalea Dr., West to both property lines of 5230 & 5242 Bougenville Dr. and to street edge of Bougenville.
- b. All areas around base of any trees, shrubs, poles, benches, signs, to be trimmed to ground level.
- c. Edge around all concrete gutters, slabs or curbs, including Lift Station.

Retention Ponds at Kentucky and Adams

- a. All grass to be mowed to height of 3".
- b. All areas around fences to be trimmed.

Retention Areas

- a. All grass to be mowed to height of 3".

Section 4 – Community Redevelopment Agency

Hacienda

- a. All grass to be mowed to height of 3".
- b. Mow all the way around building and inside court yard.
- c. All areas around base of trees, shrubs, poles, signs, benches and fence to be trimmed to ground level.

River Road Church

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fence to be trimmed to ground level.
- c. All sidewalks to be edged and cleaned.

Smart Start Incubator, 6345 Grand Blvd.

- a. All grass to be mowed to height of 3".
- b. All areas around base of trees, shrubs, poles, signs, benches and fence to be trimmed to ground level.
- c. All sidewalks and curbs to be edged and cleaned.

BASE PRICE BID FORM

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
1	River Drive Park	\$1,140.00
1	Russ Park (Avery Road)	\$ 855.00
1	Jasmine Drive Park	\$ 1,425.00
1	Boat Dock behind Chamber of Commerce	\$1,425.00
1	Cottee River Park	\$ 3,990.00
1	Orange Grove Ave	\$855.00
1	Frances Ave Park	\$5,700.00
1	High Street Park	\$570.00
1	Pine Hill Cemetery	\$3,420.00
1	James E. Grey Preserve	\$6,270.00
1	Kulhawik Property	\$1,140.00
1	Meadows Park	\$3,420.00
1	Grand Boulevard Park	\$1,140.00
1	Museum Property & Peace Hall	\$
Section #1 total		\$31,350.00
2	Thomas Meighan Parking Lot (Nebraska Ave)	\$ 1,140.00
2	Gerben De Vries Parking Lot (Adams St)	\$1,140.00
2	Medians-Central Ave	\$1,140.00
2	Bellevue Triangle	\$570.00
2	Jasmine Drive, Palmetto Road and River Road Triangle	\$ 285.00
2	Jasmine Medians	\$855.00
2	Islands at Jasmine Drive at Avery	\$855.00
2	Madison Street Bridge	\$855.00
2	Madison Street North of Cecelia- Both Sides of Madison	\$ 1,140.00
2	Tanglewood Terrance Entrance Island - Phase 1	\$ 570.00
2	Right of Way Median on Marine Parkway, West Side	\$ 285.00
2	Two Median (Cul-de-sac) on Marine Parkway, East of US Hwy 19	\$ 285.00
2	Hazeldon Estates Entrance	\$1,140.00
2	Right of Way Property on West side of Van Buren St	\$ 570.00
2	The Meadows Entrance Right of Way on North side of Cecelia Dr	\$ 855.00
2	Island Area at the end of Manatee Point Road	\$ 570.00
2	Gloria Swanson Parking Lot	\$855.00
2	Morning Star Lane Triangle	\$ 855.00
2	Island Area at Louisiana Ave and Oak Ridge Ave	\$ 570.00
2	ROW – Main St from Congress to Rowan Rd	\$ 2,850.00
2	ROW – Main St from Madison to US Hwy 19	\$3,420.00
2	Fleet Maintenance Building, 6420 Pine Hill Rd	\$2,850.00
2	Public Works Operations Center, 6132 Pine Hill Road	\$ 2,280.00
2	Police Station, 6739 Adams Street	\$3,990.00

<u>Section</u>	<u>Location Name</u>	<u>Unit Price</u>
2	Fire Station #2, 6121 High Street	\$ 855.00
2	Recreation & Aquatics Center Complex, 6630 Van Buren	\$7,980.00
Section #2 total		\$38,760.00
3	Azalea Drive Lake	\$ 2,280.00
3	Retention Ponds at Kentucky and Adams	\$1,140.00
3	Retention Areas	\$1,140.00
Section #3 total		\$4,560.00
4	Hacienda	\$3,420.00
4	River Road Church	\$2,850.00
4	Smart Start Incubator, 6345 Grand Blvd.	\$ 570.00
4	2 Lots on Garden Drive	\$ 285.00
Section #4 total		\$7,125.00
Grand Total for all Sections		\$81,795.00

DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

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.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

VENDOR NAME: Design Landscaping Mgmt, Inc. BID NO: 16-016

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

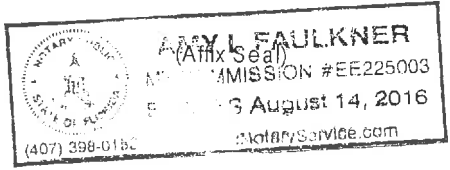
Vendor's Signature [Handwritten Signature]

STATE OF: Florida

COUNTY OF: Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Frank Saccione who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of June 2016.

[Handwritten Signature]
Notary Public
My commission expires: _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. 16-016 for City of New Port Richey - Mowing + Grounds Maintenance

2. This sworn statement is submitted by Design Landscaping Maint, Inc.
(name of entity, submitting sworn statement)

whose business address is 5901 US Hwy 19 Ste 7
New Port Richey, FL 34652

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3171165

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

3. My name is Frank Saccone and my relationship to the entity named
(please print name of individual signing)
above is managing agent

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid 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.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non juring trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes,

1. A predecessor or successor of a person convicted of a public entity crime or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Please indicate which statement applies)

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

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

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

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

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

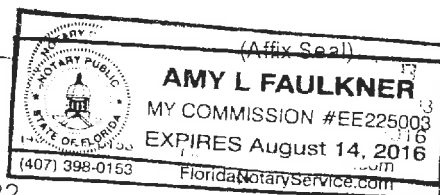
By M. S. (signature)

Date: 29-June-2016

STATE OF: Florida
 COUNTY OF: Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Frank Saccone who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of June 2016.

Amy L Faulkner
 Notary Public
 My commission expires: _____



NONCOLLUSION AFFIDAVIT

STATE OF FL)
COUNTY OF PASCO) SS

Frank Saccone, being first duly sworn deposes and says that:

1. He/she is the managing agent of Design Landscaping Mgmt, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

STATE OF: Florida
COUNTY OF: PASCO

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Frank Saccone who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of June 2016

Amy L Faulkner
Notary Public
My commission expires: _____

