ADDENDUM 1:
ITB #13-010 RIGHT OF WAY MAINTENANCE SERVICES

To all general contract bidders of record on the Work titled:

RIGHT OF WAY MAINTENANCE SERVICES
KEY WEST, FLORIDA

This addendum is issued as supplemental information to the ITB # 13-010 package for clarification of certain matters of both a general and a technical nature. The referenced ITB package is hereby addended in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1. What is the budget for this project?

A1. The current budget for this contract is $329,400.

Q2. Is a bid bond required at the time of submission for this ITB?

A2.Each Bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the Instructions to Bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the amount bid.

Bidders must hold or obtain all Licenses as required by Florida State Statutes in order to bid.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents. Within 10 days after the Notice of Award, the successful Bidder will also be required to furnish documentation showing that he is in compliance with the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. Specifically, within 10 days after the Notice of Award, the successful Bidder must demonstrate that he holds, as a minimum, the following licenses and certificates required by State Statute and local codes:

A. Florida business license/ registration for the bidding company
B. City business tax receipt, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.

<u>Each bid must be submitted on the prescribed form and accompanied by bid security as prescribed in the instructions to bidders, payable to the City of Key West, Florida, in an amount not less than five (5) percent of the bid amount.</u>

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The City of Key West hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work contact, Mr. Rod Delostrinos, Deputy Director of Community Services at 305-809-3751 or for appointment to visit the sites within the City for work that may be issued, contact Mr. Richard Sarver, Community Services Superintendent, via telephone; 305-809-3757.

At the time of the bid submittal, the Bidder must provide satisfactory documentation of State licenses. The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the County of Monroe and the City of Key West, within ten days of issuance of Notice to Award. Permit and/or license requirements and subsequent costs are located within the bid documents.
The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the City.

BID SECURITY

Bids must be accompanied by cash, a certified check, or cashiers check drawn on a bank in good standing or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located in the amount of five percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact that executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where state statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

FAILURE TO EXECUTE CONTRACT

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid and the bid security shall be retained as liquidated damages by the Owner and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into a Contract. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

FLORIDA BID BOND

BOND NO. _____

AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____

hereinafter called the PRINCIPAL, and _____

_____

a corporation duly organized under the laws of the State of _____

having its principal place of business at _____

_____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto _____

hereinafter called the OBLIGEE, in the sum of _____

DOLLARS ($_____) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for Right of Way Maintenance Services, Key West, Florida, said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

RIGHT OF WAY MAINTENANCE SERVICES

WHEREAS, it was a condition precedent to the submission of said bid that cash, cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this _____ day of _____ 2013.

PRINCIPAL_____

By_____

SURETY_____

By

_____

Attorney-In-Fact

* * * * * *

Q3. Can you provide a previous bid tabulation for this project?

INTEROFFICE MEMORANDUM

To: R. B. Havens, Manager Public Works

CC: Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: January 2, 2008

Subject: **RIGHT-OF-WAY MAINTENANCE SERVICE PROVIDER; RFP #14-007**

Attached for your review are copies of the bids opened Wednesday, January 2, 2008 at 3:00 p.m. in response to the above referenced project.

			4-Man R-O-W Service	2-Man Pressure Washing Crew
1.	Charley Toppino & Sons, Inc.	Crew Per Day	$ 923.00	$ 297.95
	P O Box 787	5-Day Work Week	$4,615.38	$1,489.75
	Key West, FL 33040	Weekends/Holidays	$1,084.25	$ 297.95
2.	E & E Concrete of Key West	Crew Per Day	$1,646.79	$ 823.40
	3322 Riviera Drive	5-Day Work Week	$8,233.95	$4,117.00
	Key West, FL 33040	Weekends/Holidays	$2,470.19	$1,235.10
3.	Key West Landscaping, Inc.	Crew Per Day	$ 896.00	$ 448.00
	730 Duval Street	5-Day Work Week	$4,480.00	$2,240.00
	Key West, FL 33040	Weekends/Holidays	$1,024.00	$ 512.00
4.	Neighborhood Maintenance	Crew Per Day	$ 960.00	$ 480.00
	& Janitorial Service	5-Day Work Week	$4,800.00	$2,400.00
	P O Box 924350	Weekend/Holidays	$1,536.00	$ 720.00
	Miami, FL 33092			

FROM THE DESK OF...
CHERYL SMITH, CMC, CPM
CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040
(305) 809-3835
Fax: 809-3833

CS/sph
RFP 14-007 Right of Way Maintenance

END OF ADDENDUM No. 1

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

_____ _____

Signature, Name & Name of Business