

Notice to Bidder: Use Black Ink or Type For Completing the Form.

PROPOSAL

To: The City of Key West
Address: PO BOX 1409, Key West, Florida 33040
Project Title: RIGHT OF WAY MAINTENANCE SERVICES
Project: ITB #13-010

BIDDER'S INFORMATION

Name: Charley Toppino & Sons, Inc
P.O. Box 787
Key West, FL 33041
Address: (305) 296-5606

Contact Name: Ronald J Armstrong
Email: RonaldJ@TOPPKW.com
Telephone: 305 296 5600
Fax: 305 296 5189

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that

this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

PERIOD OF CONTRACT

Contract period shall be for five (5) years.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, , , , , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ADDITIONAL INFORMATION REQUIRED IN PROPOSAL

The Bid shall fulfill the requirements as described in Section 4: Summary of Work.

The Bidder shall include with the Bid Form the following:

- A description of any previous or existing legal action against the Bidder within the past five (5) years.

None

BID RESPONSE FORM A

BID 13-010

Right of Way Maintenance Service Provider
Dollar amount written in words has precedence.

Cost to provide three (3) full time employees along with one (1) professional onsite full time supervisor and all equipment necessary to perform maintenance on City streets, easements, alleys, and sidewalks based on an entire work month.

Three Employee and One Supervisor ROW Crew per day \$ 992.15
Dollar amount written in words

\$ Nine Hundred Ninety Two — 15/100

Three Employee and One Supervisor ROW Crew per five day work week \$ 4,960.00
Dollar amount written in words

\$ Four Thousand Nine Hundred Sixty — 00/100

Three Employee and One Supervisor ROW Crew per day on Weekends/
Holidays \$ 1,165.00
Dollar amount written in words

\$ One Thousand One Hundred Sixty Five — 00/100

Frank P. Topping
Signature of Bidder

Frank P. Topping, President
Printed Name and Title

BID RESPONSE FORM B

BID 13-010

Right of Way Maintenance Service Provider
Dollar amount written in words has precedence.

Cost to provide two (2) full time employees and all equipment necessary to perform high pressure cleaning services and gum removal for City streets, sidewalks and street furniture based on an entire work month.

Two Employee Pressure Washing Crew per day \$ 320.00
Dollar amount written in words

\$ Three Hundred Twenty — 00/100

Two Employee Pressure Washing Crew per five day work week \$ 1,600.00
Dollar amount written in words

\$ One Thousand Six Hundred — 00/100

Two Employee Pressure Washing Crew per day on Weekends/ Holidays \$ 380.00
Dollar amount written in words

\$ Three Hundred Eighty — 00/100

Frank P. Topping
Signature of Bidder

Frank P. Topping President
Printed Name and Title

BID RESPONSE FORM C

BID 13-010

Right of Way Maintenance Service Provider
Dollar amount written in words has precedence.

Cost to provide three (3) full time employees and all equipment necessary to perform maintenance in City Parks and recreation areas based on an entire work month.

Three Employee Park Maintenance Crew per day \$ 875.00
Dollar amount written in words

\$ Eight Hundred Seventy Five — 00/100

Three Employee Park Maintenance Crew per five day work week \$ 4,375.00
Dollar amount written in words

\$ Four Thousand Three Hundred Seventy Five — 00/100

Three Employee Park Maintenance Crew per day on Weekends/ Holidays \$ 1,000.00
Dollar amount written in words

\$ One Thousand — 00/100

Frank P. Topping
Signature of Bidder

Frank P. Topping, President
Printed Name and Title

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Contract: None

Name: _____

Address: _____

Portion of Contract: _____

Name: _____

Address: _____

Portion of Contract: _____

Name: _____

Address: _____

BIDDER

CHARLEY TOPPING & SONS, INC.

The name of the Bidder submitting this Bid is: _____

Doing business at US Hwy # 1 MM 8.5 Rockland Key

City Key West State FL Zip 33040

Telephone No. 305 296 5606

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Proposal, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
<u>Frank P. Toppino</u>	<u>President</u>
<u>Edward Toppino Sr</u>	<u>Secretary/Treasurer</u>

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 2 day of April, 2013.

(SEAL)

Name of Corporation **CHARLEY TOPPINO & SONS, INC.**

By: Frank P. Toppino

Title: President

Attest: [Signature]

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this NA day of _____, 2013.

Signature of Bidder _____

Title _____

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

PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB No
13-010 for
Right of Way Maintenance Services

2. This sworn statement is submitted by CHARLEY TOPPINO & SONS, INC.
(Name of entity submitting sworn statement)

whose business address is P.O. Box 787 Key West, FL 33041
and (if

applicable) its Federal Employer Identification Number (FEIN) is
59 2426906 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is Frank P. Toppino and my
relationship to _____
(Please print name of individual signing)

the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid 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, material misrepresentation.

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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(1)(8), 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 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. They have 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 put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Community Services.)

[Signature]
(Signature)

4/2/13
(Date)

STATE OF FL

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

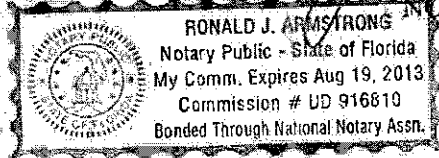
Frank P. Toppino who, after first being sworn by me, affixed his/her signature in the

(Name of individual signing)

space provided above on this 2 day of April, 2013.

My commission expires:

Ronald J. Armstrong
NOTARY PUBLIC



ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #13-010: RIGHT OF WAY MAINTENANCE SERVICES

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

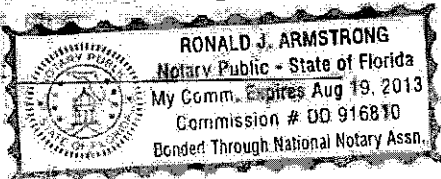
By: *Frank P. Appen*

Sworn and subscribed before me this

2 day of April, 2013.

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that the firm of _____
CHARLEY TOPPINO & SONS, INC.

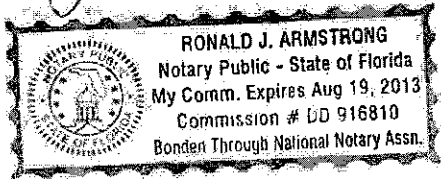
provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Frank P. Toppino

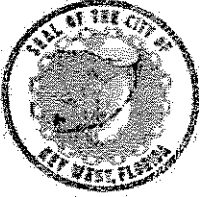
Sworn and subscribed before me this 2 day of April 2013.

Ronald J. Armstrong
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



* * * * *



**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.

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.

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.

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

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.

A handwritten signature in black ink, appearing to be "C. Topino", written over a horizontal line.

CHARLEY TOPPINO & SONS, INC.

Signature, Name & Name of Business



**ADDENDUM 2:
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 added in accordance with the following items as fully as completely as if the same were fully set forth therein:

Q1. Are tipping fees included?

A1. Yes, but dumping needs to be tracked through the use of tickets.

Q2. Clarification of scope of work:

A2. Clarification as follows:

- A. All work will have to be done in a timely manner, crews will need MOT and other certifications that are applicable and need to communicate with Richard on a weekly basis.
- B. Pressure washing crews will have to clean trash can liners in and out until totally clean.
- C. There will be a schedule published that would inform of upcoming events some as far out as 30 days in advance.
- D. Do not clean or blow doorways and ramps of businesses only City sidewalks and right of ways.

Q3. Clarification of Bid Package.

A3. Bid must be on total package- ROW, parks and pressure washing

Q4. Would a contractor qualify for local preference if they service other businesses in the area and have a City license?

A4. The Local Preference Ordinance is as followed:

Sec. 2-798. – Local Business enterprise preference.

(a)

Definition. A business shall be considered a local business enterprise if it meets all of the following requirements: a business with its principle address as registered with

the Florida Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation; maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries, and having paid all current license taxes, and any other fees due the city at least 24 hours prior to the publication (construed as 7:00 a.m. of the date of publication in the relevant newspaper) of the call for bids or request for proposals. Post office box numbers may not be used to establish status as a local business enterprise. If a business is a joint venture, it is sufficient for qualification as a local business enterprise if at least one of the joint venturers meets the test set forth in this subsection, and the combined local workforce of the joint venture is maintained at a level of at least 50 percent of the total number of employees engaged in the venture. At least one member, director or principle of the entity desiring to qualify as a local business enterprise shall reside within 30 miles of the boundaries of the City of Key West as indicated by a Florida driver's license or Florida identification card. In the event a business meets all the requirements enumerated above with the exception of having its principle address as registered with the Florida Department of State located within 30 miles of the boundaries of the city, it shall be sufficient to qualify as a local business enterprise if it has maintained an office within 30 miles of the boundaries of the City of Key West for the past five years, during which period of time it has regularly and continuously conducted business from such location.

(b)

Preference. In the purchase of or the contract for goods, services, or construction of capital improvements, the city commission or, in the case of purchases and contracts which are not required to be approved by the city commission, the city finance department may give a preference to a responsive and responsible local business enterprise as specified herein. Any required notice of bid or request for proposals for matters subject to the local preference provided for in this section shall contain a provision notifying prospective bidders or responders of the applicability of the local preference.

Except where otherwise provided by this Code, federal or state law or other funding source restrictions, purchases of goods, general services, or professional services by the city may give preference to local businesses in the following manner:

(1)

Under a competitive bid solicitation, when a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the price submitted by the nonlocal business, then the local business with the apparent lowest bid offer (i.e., lowest local bidder) may have the opportunity

to submit an offer to match the price(s) offered by the lowest, qualified and responsive nonlocal bidder within three working days of a notice of intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest nonlocal bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest nonlocal bid price(s), then the award shall be made to the nonlocal business.

(2)

For requests for proposals in which objective factors are used to evaluate the responses from vendors and are assigned point totals, if, upon the completion of final rankings (technical and price combined, if applicable) by a selection committee or the city commission, a qualified and responsive nonlocal business is the highest ranked proposer and the ranking of a qualified and responsive local business is within five percent of the ranking obtained by the qualified and responsive nonlocal business, the highest ranked qualified and responsive local business shall have the opportunity to submit an offer to match the price offered by the highest ranked qualified and responsive nonlocal business within three working days of a notice of intent to award. If such highest ranked local business submits a price that fully matches the price of such highest local qualified and responsive nonlocal business, or the original price of the highest ranked local business is equal to or less than that of such highest ranked nonlocal business, then such local business shall proceed to negotiations with the city. If the highest ranked qualified and responsive local business declines or is unable to match the price of the highest ranked qualified and responsive nonlocal business, then the city shall proceed to negotiate with such highest ranked nonlocal business.

(c)

Exceptions. The local business enterprise preference provided for by this section shall not be applied where the application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract; or in the procurement of services described in section 2-797(4).

(d)

Certification of eligibility. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid or proposal, or who is not prequalified as a local business enterprise pursuant to procedures to be implemented by the city manager, shall not be granted local preference consideration for the purposes of that specific award.

(e)

Waiver of the application of local preference. The application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written recommendation of the city manager and approval of the city commission.

(f)

Comparison of qualifications. The preferences established herein in no way prohibit the right of the city to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preferences established herein in no way prohibit the right of the city from giving any further preference permitted by law instead of or in addition to the preferences granted herein.

(g)

Change orders. Notwithstanding the provisions of section 2-845, in the event a local bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the city commission.

(Code 1986, § 1-266(c); Res. No. 06-292, § 1, 9-6-2006; Ord. No. 09-22, § 1, 12-3-2009)

END OF ADDENDUM No. 2

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 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.



CHARLEY TOPPINO & SONS, INC.

Signature, Name & Name of Business

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPING & SONS (EDWAR) CTLNbr:0005358
Location Addr MM 8 1/2 ROCKLAND KEY
Lic Nbr/Class 13-00017557 CONTRACTOR REG ENGINEERING I
Issue Date: October 02, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

CHARLEY TOPPING & SONS, INC.

CHARLEY TOPPING & SONS (EDWAR)
EDWARD TOPPING
P.O. BOX 787
KEY WEST FL 33041

ISSUE: CARLINE Type: CC DEBIT I
DATE: 10/02/12 15:55 Receipt #67 439
DE: PMS LIC ADDITIONAL 1 4389.75
TOTAL AMOUNT: 2841.978
TX AMOUNT: 4389.75

Trans date: 10/02/12 Time: 0:47:00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name CHARLEY TOPPING & S (FRANK RG) CtlNbr:0005344
Location Addr 2011 FLAGLER AVE
Lic Nbr/Class 13-00023997 CONTRACTOR REG GENERAL
Issue Date: October 02, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

FRANK P. TOPPING

CHARLEY TOPPING & S (FRANK RG)
POB 787
KEY WEST FL 33041

Trans Date: 10/02/12 Time: 8:46:04

View: DC Debit: I
Issue Date: 10/02/12
Receipt No: 283174
\$309.75
\$0.00
\$309.75

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

CHARLEY TOPPING & SONS (FRANK ENG CEINDR:0010428

Business Name
Location Addr
Lic NBR/Class
Issue Date:
License Fee
Add. Charges
Penalty
Total

2011 FLAGLER AVE
13-00033996 CONTRACTOR - REG ENGINEERING I
October 01, 2012 Expiration Date: September 30, 2013

\$309.75
\$0.00
\$0.00
\$309.75

Comments:

This document must be prominently displayed.

CHARLEY TOPPING & SONS, INC.
1301 CHARLEY AVE, Key West, Florida 33040
P.O. BOX 1409, Key West, Florida 33040
P.O. BOX 787
KEY WEST FL 33041

Trans date: 10/02/12 Time: 8:17:11

AC# 5657834

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# 111072600819

DATE	BATCH NUMBER	LICENSE NBR
07/26/2011	110016824	RG0045369

The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2013
(INDIVIDUALS MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)
TOPPINO, FRANK P
CHARLEY TOPPINO & SONS INC
POST OFFICE BOX 787
KEY WEST
FL 33041-0787

RICK SCOTT
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON
SECRETARY

**2012 / 2013
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2013**

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUALIFIED Business Location: US HWY 1
 Mailing Address: BOX 787 KEY WEST, FL 33041 Business Phones: 305-296-5606
 Business Type: CONTRACTORS (GENERAL & ENGINEERING CONTRACTORS)

Rooms Seats Employees Machines Stalls

COMP CARD: ENG I 131A STATE LICENSE: CGC1518488
 For Vending Business Only

Number of Machines:		Vending Type:	
Transfer Fe	Sub-Total	Prior Years	Collection Cost
0.00	250.00	0.00	0.00
250.00			250.00

Paid 122-11-00004289 07/10/2012 250.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Daniela D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

FLORIDA BID BOND

BOND NO. Not applicable

AMOUNT: \$5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that _____

Charley Toppino & Sons, Inc., 8 1/2 Rockland Key, Key West, FL 33040

hereinafter called the PRINCIPAL, and The Hanover Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street,

Worcester in the State of MA

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

unto City of Key West, P. O. Box 1409, Key West, FL 33041

hereinafter called the OBLIGEE, in the sum of 5% of Bid Proposal Submitted

DOLLARS (\$ ----- 5% -----) 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 2nd day of April, 2013.

PRINCIPAL Charley Toppino & Sons, Inc.

By Frank G. Toppino

SURETY The Hanover Insurance Company

By William L. Parker
Attorney-In-Fact & FL Resident Agent - William L. Parker

* * * * *

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Charles C. Ball, Heana M. Bauza, William F. Kleis, Davor I. Mimica and/or William L. Parker

of Miami, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of November 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mary Fitzgerald, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 28th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known, to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all the signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 2nd day of April 2013.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John Margosian, Vice President