

ADDENDUM NO. 1

RFP TITLE: Parks Equipment and Amenities

RFP NO: 2025-06

DATE: November 19, 2025

To All Proposers:

Proposers for the above referenced RFP shall take note of the following changes, additions, deletions, clarifications, etc., to the RFP documents, which shall become a part of and have precedence over anything shown or described otherwise.

A. CHANGES IN THE RFP DOCUMENTS

1. Section 5.2 – A. of the Agreement document (page 67) is hereby being changed to read as follows:

A. Supervisor: The CONTRACTOR shall maintain a Lead Technician within the area and within sight of ~~treatment~~ **installation** crews at all times. The Lead Technician shall be fluent in English and shall have excellent communication skills and be capable of directing all work requested by the CITY.

2. SECTION 2.4, Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists, of the Agreement document (page 53) has been changed to read as follows:

2.4 Catalogs and Manufacturer Suggested Retail Price (MSRP) Lists:

CONTRACTOR shall submit, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify CONTRACTOR's name, address and telephone number. **CONTRACTOR may provide a manufacturer website and/or electronic copies of all catalogs, in lieu of hardcopy catalogs.**

3. The fourth paragraph noted on the NOTICE TO BIDDERS (page 3) related to required performance and payment security, is hereby changed to read as follows:

~~Within fourteen days of the Notice to Award by City Commission~~ **As warranted by specific projects, prior to commencement of work, the CITY may require** the successful Proposer offering installation services ~~shall to~~ furnish to CITY performance and payment security in an amount equal to ~~\$100,000.00~~ **100% of the quoted/awarded amount**, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or

furnishing materials in connection with the Agreement. Successful PROPOSER(s) offering installation services shall also be required to comply with the insurance requirements stipulated in Section 6, Standards of Insurance, as noted in the Agreement document.

4. Paragraph 7.1, Security Requirements, subsection A., of the Agreement document has been changed to read as follows:

7.1 Security Requirements

- A. ~~For CONTRACTORS offering installation services, within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement.~~ **As warranted by specific projects and prior to commencement of work, the CITY may require** the successful Proposer offering installation services ~~shall~~ **to** furnish to CITY performance and payment security in an amount equal to ~~\$100,000.00~~ **100% of actual cost of a project**, as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement **at the time of the actual project before Notice to Proceed is issued**. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect. **The cost of the Bond shall be provided on the separate line item on project proposals.**

B. CLARIFICATIONS

1. All written or graphical work products shall be provided to the CITY in PDF format, WCAG 2.1, Level AA, ADA compliant.

C. QUESTIONS FROM PROPOSERS

1. Q: Any question should be submitted via email?

A: Yes, questions may be submitted via email (to mperezgarviso@westonfl.org) up to five days prior to the submittal due date and response will be given via an addendum.

2. Q: What is the extent of the obligation covered by the \$100,000 Performance & Payment Security required to be furnished within fourteen (14) days of the Notice to Award? Installation only or is it intended to provide for a maintenance period as well?

A: See Section A, items 3 and 4, as noted in this Addendum.

3. Q: Does the Performance & Payment Security that must be furnished within fourteen (14) days of the Notice to Award negate the need for project-specific payment and performance security? In other words, will the successful Proposer(s) be required to furnish additional payment and performance security in connection with purchase orders / contracts issued for individual projects?

A: See Section A, items 3 and 4, as noted in this Addendum.

4. Q: Will the CITY accept a Rider to any required Performance & Payment Security stating as follows: "Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of Twelve (12) months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such guarantee"? In the alternative, will the CITY agree to include such language in Section 7 of the Agreement and, as applicable, in project specific purchase orders / contracts?

A: See Section A, items 3 and 4, as noted in this Addendum.

5. Q: Section 3.5 – Can the CITY confirm that the supervisor / representative may be an employee of Musco's installing subcontractor?

A: Yes.

6. Q: Section 4.5 – Who would be responsible for paying for permits?

A: Contractor will pay and submit to the CITY for reimbursement.

7. Q: Section 5.2(A) – Please define "treatment crews".

A: See Section A, items 3 and 4, as noted in this Addendum.

8. Q: Section 8.5(D) Can "e-pay" and "p-card" can be stricken?

A: Payment language will remain as it currently stands.

9. Q: Section 8.13(A) and 8.13(B) would both need to be revised by replacing "pay for an attorney selected by the CITY" with "pay for an attorney reasonably acceptable to the CITY".

A: This is the CITY's standard indemnification provision and not subject to change.

10. Q: Section 8.14(B)(6) – Please define "working papers".

A: Ongoing supporting documentation.

11. Q: Is the CITY willing to remove the bonding requirement?

A: See Section A, items 3 and 4, as noted in this Addendum.

12. Q: Would it be acceptable to provide a website that has electronic copies of all catalogs and price lists? Or perhaps a USB thumb drive? In lieu of the printed materials?

A: Yes, a website and/or USB is accepted.

13. Q: Because no work or projects are guaranteed on this RFP, why is there the need for a Performance Bond?

A: A: See Section A, items 3 and 4, as noted in this Addendum.

14. Q: Would it make more sense to request a performance bond from the awarded vendor after an actual project (that is based on this RFP) is awarded to a vendor?

A: See Section A, items 3 and 4, as noted in this Addendum.

15. Q: If the CITY still desires a performance bond, would an annually renewing bond be acceptable?

A: See Section A, items 3 and 4, as noted in this Addendum.

ATTACHMENTS

1. Non-Mandatory Virtual Pre-Bid Conference Attendance Log

END OF ADDENDUM NO. 1

All other information remains as originally described in the solicitation.

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**NON-MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE
ATTENDANCE LOG
RFP No. 2025-06
Parks Equipment and Amenities
Date: November 6, 2025 at 2:30 p.m.**

	First Name	Last Name	Company	Email Address
1	Beth	Sheeley	Musco Sports Lighting	musco.contracts@musco.com
2	Gladys	Velez	Bliss Products & Services	gladys@blissproducts.com
3	Javier	Portocarrero	Porto Construction LLC	jlp@portoconstructionllc.com
4	Kevin	Harting	Rep Services	kevin@repservices.com
5	Matt	Miller	Kompan Playgrounds	matmil@kompan.com
6	Shaik	Baji	Ker Construction LLC	baji@kerconstructionllc.com
7	Derrick	Ward	Play More Playgrounds	derrickw@playmore.com
8	Kristen	George	Bliss Products & Services	kristen@blissproducts.com
9	Patty	Carruthers	Bliss Products & Services	patty@blissproducts.com
10	Ralph	Biddy	Kompan Playgrounds	ralbid@kompan.com
11	Taurice	Campbell	Bliss Products & Services	taurice@blissproducts.com
12	Natalia	Perva	Game Time - Dominica Recreation Products	Call-in User