## BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

		/
1.	All Contract Documents thoroughly read and understood.	[ V]
2.	All blank spaces in Bid filled in, using black ink.	[ 1
3.	Total and unit prices added correctly and attached Schedule of Values	[ 1
4.	Addenda acknowledged.	[ ]
5.	Subcontractors are named as indicated in the Bid.	[ ]
6.	Experience record included.	$[ \checkmark ]$
7.	Bid signed by authorized officer and notarized.	
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[1
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[ 1
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[ ]
11.	BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid.	
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[/]

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

## PROPOSAL FORM

To:

The City of Key West

Address:

1300 White Street, Key West, Florida 33040

Project Title:

KEY WEST POLICE DEPARTMENT HVAC

ITB#21-005

Bidder's contact person for additional information on this BID:

Company Name: Master Mechanical

Contact Name & Telephone #: JoAnn Pinna

Email Address: Into @ master mechanical services.com

## 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 has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself 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 Bid.

### CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, 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 Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials 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.

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 calendar days after the date of the Notice to proceed and to complete the project, in all respects within the timeline included with the Bid, after the date of the Notice to Proceed.

	after the date of the Notice to Froced.
	<u>LIQUIDATED DAMAGES</u>
	In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for a work awarded until the work has been satisfactorily completed as provided by the Contract Documents.
	<u>ADDENDA</u>
	The Bidder hereby acknowledges that he has received Addenda No's
	(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 Bid(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.
	<u>LUMP SUM</u>
	The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.
	KEY WEST POLICE DEPARTMENT HVAC:
	LUMP SUM KEY WEST POLICE DEPARTMENT INSTALLATION OF HVAC SYSTEM:  \$ 245,000. **/xx**
u.	In Words: o hundred forty-five thousand Dollars & Cents

Payment for materials & equipment authorized by the Owner in a written Change Order but not listed in the Schedule of Values will be provided at suppliers' invoice plus 15 %.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Equipment	\$ 130,000	Controls	\$35,000
Crane Transport	\$ 12,000	Labor	\$ 32,720
Food/Lodging	\$ 5,000	Bond.	k 4,000
material	410,780		
Permit	\$ 8,000		
Temo. Air	¥7500		

## **SUBCONTRACTORS**

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

Key West Wel	ding & Fal	prication	(crane)	
Name Y West Wel Po Box 2658 Street	, Key \	West FL State	3304 Zip	<u>S</u>
Name				
Street	City	State	Zip	
Name				_
Street	City	State	Zip .	_
Name				_
Street	City	State	Zip	_
SURETY				
Niclson : Com	pany In		whose a	ddress is
Niclson : Com 8000 Governors Street Blua=	Square, Hi	ami Lakes, F	FL , 3301 State Zip	م

## **BIDDER**

The name of the Bidder submitting this Bid is		
Master Mechanical Sen	lices, The.	doing business at
15181 NW 33 PI.	Miami , Fi	_ , 33054
Street	City	State Zip
which is the address to which all communication be sent.	s concerned with this Bid	and with the Contract shall
The names of the principal officers of the corpo all persons interested in this Bid as principals ar	ration submitting this Bic e as follows:	, or of the partnership, or of
	TinaPinna.	Flowers
William Pinna		
Sean Pinna		
William Flowers		
If Sole Propri	etor or Partnership	
IN WITNESS hereto the undersigned has set his	,	Tebruagen
Signature of Bidder	s (its) hand this <u>f</u> g	ly 01 <u>7 CC1 004 q</u> 2021.
Title President		

## 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
(SEAL)
Master Mechanical Services The Name of Corporation  By John Cini  Title President  Attest
Sworn and subscribed before this
NOTARY PUBLIC, State of Florida, at Large  My Commission Expires:  *****************  ****************
EXPERIENCE OF BIDDER  The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.
(List similar projects, with types, names of OWNERs, construction costs, ENGINEERs, and references with phone numbers. Use additional sheets if necessary.
See attached

See	attached	

REFERENCE FORM -	CE FORM -	ÌΕ	N(	ΕI	R	E	F	E	R
------------------	-----------	----	----	----	---	---	---	---	---

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.
Reference # 1 Organization Name: C1+y OF MIAM, BEACH Telephone # 305 673 - 7000 × 2256
Contact Name: OLGA SANCHEZ Email Address: OLGASANCHEZ @ MIAMIBERCHEI. GO
Scope of Work Provided: Replace 130 TON AIR COOLED CHILLER
Project Dollar Value: 8/60,000 Present Contract Status: 100% Contract Dates: 6/20 - 12/20
Reference # 2 Organization Name: C1TY OF COCONUT CREEK Telephone # 954-812-9628
Contact Name: SAL MAGIARISI Email Address: SMAGLIARISI @ COCONUTCROCK, NRT
Scope of Work Provided: REPLACE 40 TON CHILLED WATER AHU
Project Dollar Value: #82,000 Present Contract Status: 100% Contract Dates: 8/20-11/20
Reference #3 Organization Name: MONROE COUNTY SCHOOL DISTRICT Telephone # 305 360:1424
Contact Name: TEFF BARROW Email Address:
Scope of Work Provided: REPLACEMENT OF MULTIPLE Systems
# 10 0/a 110 m/a
Project Dollar Value: 200,000 + Present Contract Status: 100 0/0 Contract Dates: 6/19 - 8/20
Authorized Representative's SignatureDate:Date:
Name (Printed) and Title: SEAN Pinna - MANAGER

## **Recently Completed Projects**

Aliapatah Elderly Center RFQ #1005381-1 \$57,544 City of Miami Procurement ATT: Teresa Soto 444 SW 2 Ave, 6<sup>th</sup> FL Miami, FL 33130 305/416-1919 tsoto@miamigov.com

Osaka \$186,000 Brodson Construction ATTN: Tim Funke 120 NE 27 St #100 Miami, FL 33137 305/576-9909 tim@brodsonconstruction.com

Ocean Club Key Biscayne \$165,000 CDC Builders ATTN: Rick Ake 5775 Blue Lagoon Dr #400A Miami, FL 33126 305/261-4100 rake@cdcbuilders.com

Tweddle Residence \$124,900 Krome Construction ATTN: Alex Trench 345 NE 80 St Miami, FL 33128 305/431-3547 atrench@kromeconstruction.com



## Master Mechanical Services, Inc.

CMC057200
15181 NW 38 Place
Miami, FL 33054
Office 305/825-3004
Fax 305/825-1607
info@mastermechanicalservices.com

## SIMILAR PROJECTS RECENTLY COMPLETED

KEY WEST HIGH SCHOOL

SUGARLOAF SCHOOL

CORAL SHORES HIGH SCHOOL

MARATHON HIGH SCHOOL

KEY LARGO SCHOOL

**GATO BUILDING** 

CONTAGT: JEFF BARROW

## Experience with Governmental Entitles

Monroe County Public Works	2006-Current
Gity of Miami	2002-Gurrent
City of Miami Beach	2006-Current
Town of Davie	2010-Current
Monroe County School Board	2012-Gurrent
Dade County School Board	2012-Current
Olty of Mlami Fire Department	2014-Current
SAME AND ASSESSMENT OF THE PROPERTY OF THE PRO	

## 2020 / 2021 MONROE COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2021**

RECEIPT# 30140-93813

Business Name: MASTER MECHANICAL SERVICES INC

Owner Name: Mailing Address: QUALIFIER

15181 NW 33 PL

MIAMI, FL 33054

JOANN PINNA PRES, WILLIAM FLOWERS

Business Location: KEY WEST, FL 33040

Business Phone:

Business Type:

305-825-3004

CONTRACTOR (HVAC; GENERAL)

**Employees** 

15

STATE LICENSE: CMC057200: CGC1506699

	Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	r	Total Paid
į	35.00	0.00	35.00	0.00	0.00	0.00	

Paid 000-19-00029144 07/08/2020 35.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Danise 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.

## MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129 EXPIRES SEPTEMBER 30, 2021

Business Name: MASTER MECHANICAL SERVICES INC

Owner Name:

JOANN PINNA PRES, WILLIAM FLOWERS

Mailing Address: QUALIFIER

15181 NW 33 PL

MIAMI, FL 33054

RECEIPT# 30140-93813

MO CTY

Business Location: KEY WEST, FL 33040

Business Phone: Business Type:

305-825-3004 CONTRACTOR (HVAC; GENERAL)

Employees

15

STATE LICENSE: CMC057200: CCC1506600

- 4					OWNER PROPERTY.	10037200, 0001.	300033
	Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
ĺ	35.00		35.00	0.00	0.00	0.00	35.00

## Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL-DO NOT PAY

4549821

BUSINESS NAME/LOCATION MASTER MECHANICAL SERVICES INC 15181 NW 33RD PL MIAMI GARDENS, FL 33054

MASTER MECHANICAL SERVICES

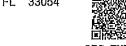
WILLIAMS S FLOWERS OLIAI IFIFR Worker(s)

RECEIPT NO. RENEWAL 4749843



**EXPIRES SEPTEMBER 30, 2021** 

Must be displayed at place of business **Pursuant to County Code** Chapter 8A - Art. 9 & 10



SEC. TYPE OF BUSINESS

196 GENERAL MECHANICAL CONTRACTOR

CMC057200

PAYMENT RECEIVED BY TAX COLLECTOR

45.00 07/13/2020 ECHECK-20-229084

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO, above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276. For more information, visit www.miamidade.gov/taxcollector



INC



## STATE OF FLORIDA

# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTION FIEREN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 482 FLORIDA STATUTES

## FLOWERS, WILLIAM SHAW

MASTER MECHANICAL SERVICESTNC 15181 NW-33 PLACE MIAMI FL 33054

## LICENSE NUMBER CMC057200

## **EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



## FLORIDA BID BOND

BOND NO,N/A
AMOUNT: \$ 5% of Bid Proposal
KNOW ALL MEN BY THESE PRESENTS, that Master Mechanical Services, Inc.
hereinafter called the PRINCIPAL, and United States Fire Insurance Company
a corporation duly organized under the laws of the State of
having its principal place of business at305 Madison Avenue, Morristown, New Jersey 07960
in the State of,
and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto
City of Key West, Florida
hereinafter called the OBLIGEE, in the sum of Five Percent of Bid Proposal Submitted
DOLLARS (\$5%) for the payment for which we bind ourselve
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
ITB # 21-005/ KEY WEST POLICE DEPARTMENT HVAC said Bid, by reference thereto, being hereby

made a part hereof.

ITB 21-005

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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the Contract Documents, entitled:

## ITB # 21-005 / KEY WEST POLICE DEPARTMENT HVAC

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of five (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 CITY 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 and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, 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 24th day of	February ,2021.
PRINCIPAL Master Mechanical Services, Inc.  By  Am  Curr  Control  By  Control  By	STATE OF Florida )
	COUNTY OF Miami-Dade )
United States Fire Insurance Company	
By Charles J. Melson, AttyIn-Fact	

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KEY WEST POLICE DEPARTMENT HVAC

BID BOND

## POWER OF ATTORNEY " UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402021

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

Jamara Katking

State of Pennsylvania }
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania -- Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24day of Feb. 20

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

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## ANTI – KICKBACK AFFIDAVIT

STATE OF Florida )
COUNTY OF Miamibade
N Company of the Comp
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: John Cin
·
Sworn and subscribed before me this
NOTARY PUBLIC, State ofat Large
My Commission Expires: Mn

or

## **NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA	)	
		: SS
COUNTY OF MONROE		)

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

By. John Cini

Sworn and subscribed before me this

19 day of February, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

\* A PURIL

STEPHANIE PINERO Commission # HH 078505 Expires February 5, 2025 Bonded Thru Budget Notary Services

## 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 or Bid for 11 B 21-005
	Key West Police Dept. HVAC
	· ·
2.	This sworn statement is submitted by Master Mechanical Services,
	(Name of entity submitting sworn statement)
	whose business address is $15/8/N\omega 33P/$ .
	Miani FL 33054
	and (if applicable) its Federal Employer Identification Number (FEIN) is
	65-0460474
	(If the entity has no FEIN, include the Social Security Number of the individual
	signing this sworn statement
3.	My name is John Pina (Please print name of individual signing)
	(Please print name of individual signing)
	and my relationship to the entity named above is President
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , 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 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 guilt, in any federal or state trial court of record relating to charges

trial, or entry of a plea of guilty or nolo contendere.

brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury

- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting 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 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, 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. 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.)

## **INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR	: Master Mechanical Services, The SEAL:
	15181 NW 33 Pl. Miami Fr. Address Signature
•	Jo Ann Pinna Print Name
•	President
DATE:	2/19/21

## LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL 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.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for Bids.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.
Business Name Master Mechanical Services, Inc. Phone: 305/825-300+
Business Name Master Mechanical Scrips, Inc. Phone: 305/825-300+  Current Local Address: 15181 NW 33 Pl. Fr. 33054 Fax: 305/825-1607  (P.O Box numbers may not be used to establish status)
Length of time at this address: 12 YCUS  Date: 0/19/21
Signature of Authorized Representative
STATE OF Florida country of Miani-Dade
The foregoing instrument was acknowledged before me this 19 day of February, 2021.
By John Pihna, of Master Mechanical Services, (Name of officer or agent, title of officer or agent)  (Name of corporation acknowledging)
(Number of agoing time of outside a legality
or has produced identification as identification  (Type of identification)
STEPHANIE PINERO Signature of Notary Commission # HH 078505 Expires February 5, 2025
Return Completed form with  Return Completed form with  Return Completed form with
Supporting documents to:  City of Key West Purchasing

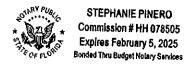
Title or Rank

## EOUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida: ss COUNTY OF Miami-Dade:
COUNTY OF Miami-Dade.)
I, the undersigned hereby duly sworn, depose and say that the firm of <u>Master Machanical</u> provides benefits to domestic partners of its employees on the same basis as it provides benefits to <u>Sarvicas</u> employees' spouses per City of Key West Ordinance Sec. 2-799.
By: Jollet ein
Sworn and subscribed before me this
19 Day of February, 2021.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



## **CONE OF SILENCE AFFIDAVIT**

STATE OF Floyida )  COUNTY OF Miami-Ducke)  SS
I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Mask Mechanical Solicitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.
Sworn and subscribed before me this  19 Day of February, 2021.
My Commission Expires:  STEPHANIE PINERO Commission # HH 078505 Expires February 5, 2025 Bonded Thru Budget Notary Services