
PART 1

BIDDING REQUIREMENTS

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

PROPOSAL FORM

To: The City of Key West
Address: 1300 White Street, Key West, Florida 33040
Project Title: **NAVY EXCHANGE HVAC UPGRADES**
ITB# 23-020

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

Company Name: DEBONAIR MECHANICAL INC.

Contact Name & Telephone #: KEN MCNEESE 786-514-1386

Email Address: KMCNEESE@DEBONAIRAC.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 270 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

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 all work awarded until the work has been satisfactorily completed as provided by the Contract Documents.

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 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.

LUMP SUM

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.

NAVY EXCHANGE HVAC UPGRADES:

LUMP SUM REMOVAL AND REPLACEMENT OF FOUR HVAC SYSTEMS AT SIGSBEE NAVY EXCHANGE (PROVIDE SEPARATE SCHEDULE OF VALUES)

\$ 523,358.00

In Words:

FIVE HUNDRED TWENTY THREE THOUSAND

THREE HUNDRED FIFTY EIGHT

Dollars & 00

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.)

<u>DEMOLITION AND LABOR TO INSTALL HVAC EQUIPMENT</u>	<u>\$79,344.00</u>
<u>INSTALLATION MATERIALS</u>	<u>\$77,672.00</u>
<u>RIGGING</u>	<u>\$3,250.00</u>
<u>SUBMITTALS</u>	<u>\$3,250.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



Proposal 65590UKR

Bill to:

City of Key West
Office of the City Clerk
1300 White Street
Key West, FL 33040

Date: July 18, 2023

Service location:

City of Key West Navy Sigsbee
Exchange Project

We hereby submit specifications and estimates for: We will provide labor and materials to install the HVAC systems as per ITB & SOW Which includes the following:

Scope of Work Phase 1: 40 ton CU Replacement:

1. Removal of Freon & unit
2. Provide and install 1 Carrier 40 ton condensing unit
3. Type L copper refrigerant piping with 1" wall insulation 2 coats of paint for exterior piping connect to existing lines
4. Coil coating per SOW
5. New stainless steel disconnect
6. Provide new galv. steel support for AC #2 painted with Engineering allowance
7. Reuse existing thermostats & control wiring
8. Hot work permit with Fire Dept and base
9. Crane & rigging with base permits
10. Provide all start-up and 1year labor, Carrier 5 years Parts & compressor warranty.
11. Provide Pre and final independent test and balance for inside building

Scope of Work Phase 2: 3 RTU Replacements:

12. Removal of Freon
13. Provide and install 3 Carrier RTU's and roof curb adaptors
14. Reconnect to existing condensate lines
15. Coil coating per SOW
16. New stainless steel disconnects
17. Reuse existing thermostats & control wiring
18. Owner training 4 hours per SOW @ Boca Chica
19. Provide all start-up and 1year labor. Carrier 5 years parts & compressor warranty.
20. Provide Pre & final independent test and balance for inside building
21. All working on normal working hours M-F 7:30am to 4:30 pm

Exclusions:

Permit Fees.
Prevailing wages
Electric Hi voltage 120 & above
Wind load & additional Engineering
Certified shop drawings

DebonAir Mechanical, Inc.

13972 NW 60 Ave • Miami Lakes, Fl. 33014

Dade: (305) 826-2240 • Toll Free: (800) 447-1562 • Fax: (305) 826-2966 CMC051447



Proposal 65590UKR

Date: July 18, 2023

- New electrical wiring form main breakers to units
- Additional cost due to work stoppage due to Special Events
- Overtime labor if required
- Items not listed in scope
- Roofing over allowance
- GPS Bipolar & UV lights
- DALT testing & certified shop drawings
- Smoke detectors (reuse existing)
- Special painting & seacoast coating of equipment & ductwork
- Concrete equipment pads and foundations for a/c equipment
- Fire caulking and seal of fire walls
- Bonding cost if needed add 2.5 %

Note: All equipment quoted with standard lead times and all work to be completed during normal working hours. Carrier equipment lead time is 39-43 weeks.

Warranty: Manufacturer to provide a limited warranty of one (1) year on compressor one (1) year on parts, DebonAir to provide a N/A service during normal working hours.

Preventive Maintenance Excluded.

We propose hereby to furnish material and labor-complete in accordance with these specifications, for the sum of:

Five Hundred Twenty-Three Thousand Three Hundred Fifty-Eight Dollars... \$523,358.00

Terms: Per Contract

DebonAir Authorized Signature: Ken McNeese **Date:** July 18, 2023

Note: Escalation cost

Due to recent manufacturer unstable pricing conditions, Debon Air Mechanical cannot guarantee pricing of equipment and materials until actual ship date of said equipment and materials. If the manufacture does have a price increase prior to shipping, customer agrees that Debon Air Mechanical may adjust pricing of total project to reflect that price increase. Debon Air Mechanical will provide manufactures letter of price increase specific for each project for the customer files.

Acceptance of Proposal: *The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event DebonAir Mechanical, Inc. employs an attorney to enforce this agreement or to collect any delinquent payments, customer agrees to pay all costs of court and reasonable attorney fees incurred or expended by DebonAir Mechanical, Inc., including appeals.*

DebonAir Mechanical, Inc.

13972 NW 60 Ave • Miami Lakes, Fl. 33014

Dade: (305) 826-2240 • **Toll Free:** (800) 447-1562 • **Fax:** (305) 826-2966 CMC051447



Proposal 65590UKR

Date: July 18, 2023

Approval Signature: _____ **Date:** _____

Printed: _____ **Title:** _____

DebonAir Mechanical, Inc.

13972 NW 60 Ave • Miami Lakes, FL 33014

Dade: (305) 826-2240 • Toll Free: (800) 447-1562 • Fax: (305) 826-2966 CMC051447

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 CRANE SERVICES

Name _____

5650 1 ST AVENUE , STOCK ISLAND , FL , 33040
Street City State Zip

Name ADVANCE ROOFING

1950 NW 22 STREET , FORT LAUDERDALE FL , 33311
Street City State Zip

AIR LOGIC

Name _____

13073 SW 133 COURT , MIAMI , _____ , _____
Street City State Zip

SOUTH FLORIDA CONTROLS

Name _____

13393 SW 131 STREET , MIAMI , FL , 33186
Street City State Zip

SURETY

HARCO NATIONAL INSURANCE COMPANY _____ whose address is

4200 SIX FORKS RD SUITE 1400 , RALEIGH , NC , 27609
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Debon Air Mechanical, Inc. doing business at
13972 NW 60th Ave, miami-lakes, FL, 33014
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Susan Aleshire _____
Charles Aleshire _____
Hector Anduiza _____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2023.

Signature of Bidder

Title

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 12 day of July 2023.

(SEAL)

DebonAir Mechanical, Inc.

Name of Corporation

Wendy McElwee

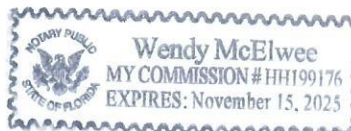
By

JT Manager

Title

Wendy McElwee

Attest



Sworn and subscribed before this 12 day of July, 20 23

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: 11/15/25

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

Experience of Bidder

Project Name: Homestead Air Reserve Base-Arresting Gear

Owner: United States Air Force

GC: HITT Construction

216 Steven Farms Drive

Charleston, SC 29492

843-308-9400

Engineers: US ARMY Corps of Engineers Louisville District

3500 Parkway Lane, Suite 500

Peachtree Corners, GA 30092

678-336-7740

Cost of Project: \$213,420.00

Date of Work: September 22, 2022 to present

Project Summary: Demolition and installation of new Package units serving the Runway Arresting Gear. Installation of corresponding ductwork for each package unit.

Project Name: Gordon Food Services Key Largo

Owner: Gordon Food Services

GC: PCL Construction

6700 Forum Drive Suite 100

Orlando, FL 32821

407-885-4630

Engineers: Paradigm Design Engineers

415 Leonard Street, NW, Suite 200

Grand Rapids, MI 49504

616-785-5656

Cost of Project: \$385,400.00

Date of Work: June 13th, 2023 to present.

Experience of Bidder

Project Summary: Remodel of existing retail space which involves demolition of existing HVAC equipment and installation of new package units with controls. Installation of corresponding ductwork to serve new layout of retail space.

Project Name: FPL CWRC Admin. Bldg.

Owner: Florida Power and Light

GC; Superior Building Systems

3636 West 12th Street

Houston, TX 77008

713-880-9805

Engineers: Black and Veatch Engineering and Architecture

11401 Lamar Avenue

Overland Park, Kansas 66211

913-458-4300

Cost of Project: \$244,000.00

Date of Work: May 23rd, 2023 to present.

Project Summary: Installation of owner provided HVAC equipment, which includes package units and VRF split systems. Installation of corresponding ductwork and insulation for refrigerant lines.

InSource

Insurance • Surety • Benefits

07/17/2023

Manny Lopez
DebonAir Mechanical Inc

Re: City of Key West - ITB 23-020 - Navy Exchange HVAC Upgrades - \$450,000

Dear Manny,

Upon your receipt of this bid(s), please have the appropriate individual sign, notarize (if needed) and seal the form before submitting the bond to bid.

If you realize that your bid estimate has increased by more than 10% of the amount originally stated on your Bond Request Form, please let us know immediately so that we may obtain approval from the surety company.

Prior to submitting your Bid Bond, please double check to see that the form has been completed accurately. Any minor detail that is incorrect on the form could cause the bid to be invalid and thrown out.


At your earliest convenience, please state the bid results on the bottom portion of this document and fax back to us at (305) 670-9699.

<u>Contractor</u>	<u>Bid Estimate</u>
1. _____	_____
2. _____	_____
3. _____	_____

If not in the top three, where did your bid rank? _____
Your Final Bid Price: _____

If you should have any questions, please do not hesitate to contact our office.

Best regards,


Claudia Diaz, Surety Account Manager

Reply To: P.O. Box 561567 • Miami, FL 33256-1567
9500 S. Dadeland Boulevard • Fourth Floor • Miami, FL 33156-2867
Tel: 305.670.6111 • 800.273.4433 • Fax: 305.670.9699
email@insource-inc.com • www.insource-inc.com

 **ACRISURE** Agency Partner

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% OF BID PROPOSAL SUBMITTED

KNOW ALL MEN BY THESE PRESENTS, that DEBONAIR MECHANICAL INC.

hereinafter called the PRINCIPAL, and HARCO NATIONAL INSURANCE COMPANY

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

having its principal place of business at 4200 SIX FORKS RD SUITE 1400 RALEIGH NC 27609

in the State of NORTH CAROLINA

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

CITY OF KEY WEST

hereinafter called the OBLIGEE, in the sum of FIVE PERCENT OF BID PROPOSAL SUBMITTED DOLLARS (\$ 5% OF BID PROPOSAL SUBMITTED) 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 **ITB # 23-020/ NAVY EXCHANGE HVAC UPGRADES** 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 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 # 23-020 / NAVY EXCHANGE HVAC UPGRADES

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 17 day of July, 2023.

PRINCIPAL DebonAir Mechanical, Inc

Charles Ateshire
By Charles Ateshire

STATE OF Florida)
: SS
COUNTY OF Miami-Dade)

Harco National Insurance Company
SURETY

Davor I. Mimica
By Davor I. Mimica, Attorney in Fact & FL Res Agent

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # N/A

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

DAVOR I. MIMICA, ILEANA M. BAUZA, EDUARDO A. MENENDEZ, WILLIAM F. KLEIS, WILLIAM L. PARKER

Miami, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 17, 2023

A00598

Irene Martins, Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Miami-Dade

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.

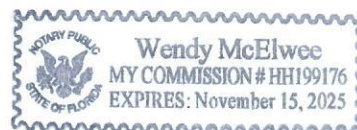
By: *Rustia Celestus*

Sworn and subscribed before me this

12 day of July, 2023.

Wendy McElwee
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/15/25



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 The City of Key west
Navy Exchange HVAC Upgrades ITB #23-020
2. This sworn statement is submitted by DebonAir Mechanical, Inc.
(Name of entity submitting sworn statement)

whose business address is 13972 NW 60th Ave
Miami Lakes, FL 33014

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
65-0301109

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

3. My name is Preston Aleshire
(Please print name of individual signing)

and my relationship to the entity named above is IT manager / officer

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 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 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

- 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.)

_____ 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 General Services.)

Preston Aleshire

(Signature)

7/12/23

(Date)

STATE OF Florida

COUNTY OF Miami-Dade

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Preston Aleshire who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 12 day of July, 2023.

My commission expires: 11/15/25

Wendy McElwep
NOTARY PUBLIC

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: DebonAir Mechanical, Inc. SEAL:

13972 NW 60th Ave
Address miamilakes, FL 33014

Preston Aleshire
Signature

Preston Aleshire
Print Name

JT Manager
Title

DATE: 7/12/23

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 DEBONAIR MECHANICAL INC
Location Addr 422 FLEMING ST
Lic NBR/Class 24851 CONTRACTOR DBPR STATE CERTIFIED
Issued Date 9/14/2022 **Expiration Date: September 30, 2023**
MECHANICAL

Comments:

Restrictions: CMC051447 (08/31/24)

DEBONAIR MECHANICAL INC
PO BOX 420442

SUMMERLAND KEY, FL 33042

This document must be prominently displayed.

DEBONAIR MECHANICAL INC.

**2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023**

Business Name: DEBONAIR MECHANICAL INC.

Owner Name: CHARLIE & SUSAN ALESHIRE
Mailing Address: PO BOX 420442
SUMMERLAND KEY, FL 33042

RECEIPT# 30140-96568

Business Location: 422 FLEMING ST
KEY WEST, FL 33040
Business Phone: 305-744-0123
Business Type: CONTRACTOR (MECHANICAL AC CONTRACTOR)

Employees 1

STATE LICENSE: CMC051447

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
20.00	0.00	20.00	0.00	0.00	0.00	20.00

Paid 125-21-00001286 09/12/2022 20.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

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

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2023

Business Name: DEBONAIR MECHANICAL INC.

Owner Name: CHARLIE & SUSAN ALESHIRE
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALESHIRE, CHARLES I

DEBONAIR MECHANICAL INC

13972 N W 60 AVE.

MIAMI LAKES FL 33014

LICENSE NUMBER: CMC051447

EXPIRATION DATE: AUGUST 31, 2024

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.

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. Principal 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 DebonAir Mechanical, Inc Phone: 305-826-2240

Current Local Address: 422 Fleming St. Key West, FL Fax: 305-826-2966
(P.O Box numbers may not be used to establish status)

Length of time at this address: _____

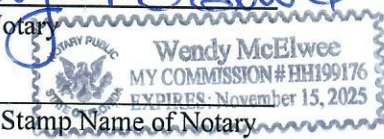
Preston Aleshire Date: 7/12/23
Signature of Authorized Representative

STATE OF Florida COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12 day of July, 2023.

By Preston Aleshire, IT Manager, of DebonAir Mechanical, Inc.
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification personally known as identification
(Type of identification)

Wendy McElwee
Signature of Notary


Print, Type or Stamp Name of Notary
AR Manager
Title or Rank

Return Completed form with Supporting documents to:
City of Key West Purchasing

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

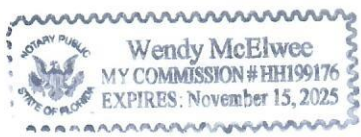
STATE OF Florida)
 : SS
 COUNTY OF Miami-Dade

I, the undersigned hereby duly sworn, depose and say that the firm of DebonAir Mechanical, 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 Ordinance Sec. 2-799.

By: Robert C. Gleason

Sworn and subscribed before me this
12 Day of July, 2023.

Wendy McElwee
 NOTARY PUBLIC, State of Florida at Large
 My Commission Expires: 11/15/25



CONE OF SILENCE AFFIDAVIT

STATE OF Florida)
: SS
COUNTY OF Miami-Dade

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of DebonAir Mechanical, Inc have read and understand the limitations 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.

Preston Alister

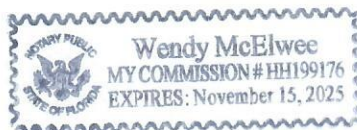
Sworn and subscribed before me this

12 Day of July, 2023.

Wendy McElwee

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 11/15/25



VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: DebonAir Mechanical, Inc.
Vendor FEIN: 65-0301106
Vendor's Authorized Representative Name and Title: Preston Aleshire IT Manager
Address: 13972 NW 60th Ave
City: Miami Lakes State: FL Zip: 33014
Phone Number: 305-826-2240
Email Address: _____

SECTION 287.135(2)(A), FLORIDA STATUTES, PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OF ANY AMOUNT IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, CREATED PURSUANT TO SECTION 215.4725, FLORIDA STATUTES, OR IS ENGAGED IN A BOYCOTT OF ISRAEL. SECTION 287.135(2)(B), FLORIDA STATUTES, FURTHER PROHIBITS A COMPANY FROM BIDDING ON, SUBMITTING A PROPOSAL FOR, OR ENTERING INTO OR RENEWING A CONTRACT FOR GOODS OR SERVICES OVER ONE MILLION DOLLARS (\$1,000,000) IF, AT THE TIME OF CONTRACTING OR RENEWAL, THE COMPANY IS ON EITHER THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST, BOTH CREATED PURSUANT TO SECTION 215.473, FLORIDA STATUTES, OR THE COMPANY IS ENGAGED IN BUSINESS OPERATIONS IN CUBA OR SYRIA.

AS THE PERSON AUTHORIZED TO SIGN ON BEHALF OF RESPONDENT, I HEREBY CERTIFY THAT THE COMPANY IDENTIFIED ABOVE IN THE SECTION ENTITLED "RESPONDENT VENDOR NAME" IS NOT LISTED ON EITHER THE SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST I UNDERSTAND THAT PURSUANT TO SECTION 287.135, FLORIDA STATUTES, THE SUBMISSION OF A FALSE CERTIFICATION MAY SUBJECT SUCH COMPANY TO CIVIL PENALTIES, ATTORNEY'S FEES, AND/OR COSTS AND TERMINATION OF THE CONTRACT AT THE OPTION OF THE AWARDING GOVERNMENTAL ENTITY.

CERTIFIED BY: Preston Aleshire IT Manager
PRINT NAME *PRINT TITLE*
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.
Authorized Signature: Preston Aleshire

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. [✓]
2. All blank spaces in Bid filled in, using blue ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Bid. [✓]
6. Experience record included. [✓]
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. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
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. [✓]

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this _____ day of _____ 2023,
by and between the CITY OF KEY WEST, hereinafter called the "Owner", and _____

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB # 23-020 NAVY EXCHANGE HVAC UPGRADES Key West, Florida to the extent of the Bid made by the Contractor, dated the _____ day of _____ 2023, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, BID BOND, CONTRACT FORM, SUMMARY OF WORK, SPECIFICATIONS, DRAWINGS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within 270 days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails 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 at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

_____ Day of _____, A.D., 2023.

CITY OF KEY WEST

By

City Manager

Title

Attest

CONTRACTOR

By

Title

Attest

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices, at _____

hereinafter called the CONTRACTOR, (Principal), and _____

with offices, at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the permit form, coral relocation plan, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids),

being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By: _____ (Seal)

_____ Attest

SURETY

By _____ (Seal)

_____ Attest

FLORIDA PAYMENT BOND

BOND NO _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, _____

with offices at _____

hereinafter called the CONTRACTOR, (Principal), and

_____ with offices at _____

a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,

represented by its _____, hereinafter called the City (Obligee), in the sum of:

_____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for

NAVY EXCHANGE HVAC UPGRADES AERATION ITB 23-020

attached hereto, with the CITY, dated _____, 2023, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the permit form, coral relocation plan, the specifications, and conditions prepared by the CITY, invitation to bid,

instructions to bidders, the CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or SUBCONTRACTORS in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2023, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor

By (Seal)

Attest

SURETY

By (Seal)

Attest