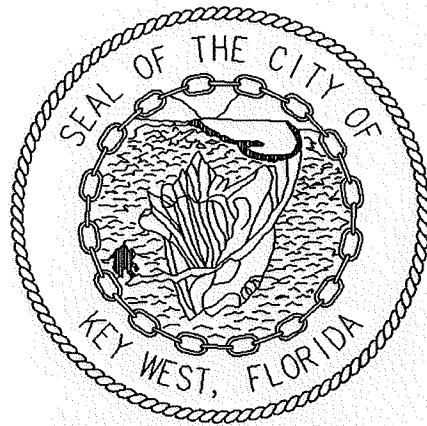


CONTRACT DOCUMENTS FOR:



ITB # 21-005

KEY WEST POLICE DEPARTMENT HVAC

January 2021

MAYOR: TERI JOHNSTON

COMMISSIONERS:

GREG DAVILA

BILLY WARDLOW

JIMMY WEEKLEY

CLAYTON LOPEZ

SAM KAUFMAN

MARY LOU HOOVER

PREPARED BY:
City of Key West
Community
Services
Department



DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nate Manning, Vice President, Field Operations, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of **Johnson Controls, Inc.**, a Wisconsin corporation (“JCI”), dated May 14, 2020, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of **Johnson Controls Fire Protection LP**, a Delaware limited partnership (“JCFP”), dated May 14, 2020, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from **Johnson Controls Security Solutions LLC**, a Delaware limited liability company (“JCSS”), dated April 27, 2020, hereby authorizes:

John Garnecki
HVAC Service Manager

(the “Delegate”) to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

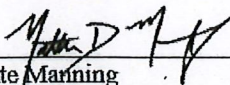
- a. contracts without a (i) financial cap on liability, (ii) fault based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate’s employment with any affiliated company of Johnson Controls International plc.


Signed at Milwaukee, Wisconsin, this 22nd day of May, 2020.

**Johnson Controls, Inc., Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC**

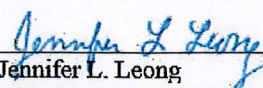


Nate Manning
Vice President, Field Operations

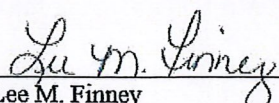
ATTEST



Steven W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.



Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP



Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

PART 1

BIDDING REQUIREMENTS

INVITATION TO BID

Sealed bids for the City of Key West ITB #21-005 KEY WEST POLICE DEPARTMENT HVAC, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White Street., Key West Florida, 33040 until 3:00 p.m. on **February 24th, 2021** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original, and two (2) flash drives each with one single PDF file of the sections entitled “Bidding Requirements” and “Contract Forms”. Bid package is to be enclosed in a sealed envelope, clearly marked on the outside “ITB #20-001 KEY WEST POLICE DEPARTMENT HVAC” addressed and delivered to the City Clerk at the address noted above.

The project contemplated consists of providing all site work, materials, equipment and labor necessary to accomplish the following:

Installing new HVAC system in the Key West Police Station and the associated supporting infrastructure.

The Work shall be performed at the Key West Police Station.

The Work to be performed under these Contract Documents is generally described as follows:

- A. Installation of new HVAC System to cool Police Station.

Specifications may be obtained from Demand Star by Onvia or City of Key West. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

A mandatory Pre - Bid meeting will be held on **February 3rd, 2021** at 10:00 A.M. at the Key West Police Station parking lot at 1604 N Roosevelt Blvd, Key West, Florida.

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

The successful Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West Business Tax License Receipt
- B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida.

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

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

Any request for information concerning this project must be made in writing, per City of Key West Ordinance Section 2-773, Code of Silence, to Marcus Davila, Director of Community Services, at madavila@cityofkeywest-fl.gov by February 10th, 2021.

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the CITY Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The CITY may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of

circumstances occur making the purpose of the bid unnecessary to the CITY. The CITY may also waive any minor formalities or irregularities in any bid, (6) if such rejection is in the best interest of the CITY.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the ENGINEER, in writing (at least ten (10) calendar days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the documents which will be available to all registered holders of Contract Documents via Demand star. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The CITY will not be responsible for any other explanation or interpretations of said Documents.

2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the CITY. Bidders must hold or obtain all licenses and/or certificates as required by the State and Local Statutes to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions.

The CITY will make available to prospective Bidders upon request and at the office of the ENGINEER, prior to bid opening, any information that he may have as to subsurface conditions

and surface topography at the worksite.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

5. TYPE OF BID

A. LUMP SUM

The BID for the work is to be submitted on a lump sum basis. Lump sum prices shall be submitted for all items of work set forth in the bid. All items required to complete the work specified but not included in the bid shall be considered incidental to those set forth in the bid.

The Bidder shall submit a Schedule of Values with the BID. It shall be broken down by trade/type of work and include the cost of all LABOR & MATERIALS for use as a basis for payment.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in, as required, preferably in BLACK ink. All price information shall be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the CITY that any Bidder is interested in more than one Bid for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the

signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in the specified work. Such experience record shall provide at least five current or recent projects (within the past 5 years) of similar work, within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner and name of Owner's contact person and phone number.
6. Designer and name of Designer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

Anti-Kickback Affidavit
Non-Collusion Affidavit
Public Entity Crimes Form
Indemnification Form
City of Key West Business License Tax Receipt
Local Vendors Form
Domestic Partnership Affidavit
Cone of Silence Affidavit
Bidders' Checklist

E. PUBLIC ENTITY CRIMES FORM

Pursuant to the requirements of Chapter 287.133, Laws of Florida, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, all Bidders shall submit a signed and notarized statement with their Bid on the form provided herein.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All BIDS must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. BIDS must be made on the BID forms provided herewith, **submit one (1) ORIGINAL and two (2) FLASH DRIVES each containing a single PDF file of the entire bid package. File name shall include company name.**

Each BID must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents (project name and number) without being opened and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of BIDS, any BID submitted may be withdrawn by notice to the party receiving BIDS at the place designated for receipt of BIDS. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of BID. No BID may be withdrawn after the time scheduled for opening of BIDS, unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

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

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one

conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

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

12. AWARD OF CONTRACT

Within 90 calendar days after the opening of Bids, the CITY will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract, provide additional documents, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids.

The CITY reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the CITY an original Contract and two (2) copies in the form hereto attached, together with the insurance certificate as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BID BOND

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

17. TIME OF COMPLETION

When the Contractor receives a Notice to Proceed, they shall commence work as soon as possible and shall complete all work within the timeline provided with their 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: Johnson Controls, Inc.
Contact Name & Telephone #: John Garnecki 954-551-6823
Email Address: john.garnecki@jci.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.

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>Mobilization</u>	<u>\$ 18,246.94</u>
<u>Material, includes equip.</u>	<u>\$ 93,347.71</u>
<u>Project Management</u>	<u>\$ 2,326.44</u>
<u>Install</u>	<u>\$ 31,597.74</u>
<u>Subcontracted work</u>	<u>\$ 36,950.57</u>
<u> </u>	<u> </u>

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:

Marin Electrical Solutions, LLC
Name
9802 NW 80th Ave, Hialeah, FL, 33010
Street Bay 47 City State Zip

Name Harrison Crane
2440 NW 37th St, Miami, FL, 33142
Street City State Zip

Bonded Lightning Protection
Name
2080 W Indiantown Rd, Jupiter, FL, 33458
Street City State Zip

Mobile Air and Power Rentals
Name
1021 S 86th St, Tampa, FL, 33619
Street City State Zip

SURETY

Liberty Mutual Insurance whose address is
10 State House Square, Hartford, CT, 06103
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is

Johnson Controls, Inc. doing business at
15901 SW 29th St, Ste 801, Miramar, FL, 33027
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:

<u>George Oliver</u>	<u>Visal Lang</u>
<u>Thomas Brannemo</u>	<u>Olivier Leonetti</u>
<u>John Donofrio</u>	<u>Nate Manning</u>
<u>Michael Ellis</u>	<u>Lynn Minella</u>
	<u>Ganesh Ramaswamy</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of ___ 2021.

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 19th day of FEBRUARY 2021.

(SEAL)

Johnson Controls, Inc.

Name of Corporation

By JAL JOHN GARNECKI

Title BRANCH SERVICE MANAGER

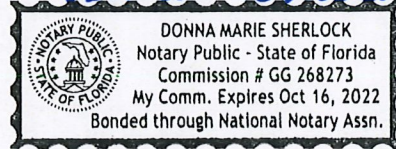
Attest [Signature]

Sworn and subscribed before this 19th day of FEBRUARY, 2021

NOTARY PUBLIC, State of FLORIDA, at Large

[Signature]

My Commission Expires: OCTOBER 16, 2022



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.)

Please see attachment following
page 16. for a list of all

five references.

City of Key West
ITB 21-005: Key West Police Department HVAC

C) SPECIAL BIDDING REQUIREMENTS

Bid Experience

1. **Project Name:** Best Western Plus Deerfield Beach, Turnkey Air-Cooled Chiller Replacement
Contract Amount: \$169,000.00
Date of Completion: March 2021
Owner: Best Western
Owner's Contact: Sachin Shah, 219-798-9456
Designer: *negotiated directly with owner*
Scope of Work: Replace existing air-cooled chillers, pipework to pumps
Percentage of Work Performed with own Forces: 85%
Percentage Subcontracted: 15% Electrical

2. **Project Name:** Museum Tower AHU-5 Retrofit
Contract Amount: \$106,703.00
Date of Completion: March 2021 (in process of completing)
Owner: Johnson Controls
Owner's Contact: Jose Rodriguez, 305-494-1205
Designer: *negotiated directly with owner*
Scope of Work: Replace existing AHU-5
Percentage of Work Performed with own Forces: 65%
Percentage Subcontracted: 35% Electrical, Sheet metal

3. **Project Name:** CBRE Boca
Contract Amount: \$936,000.00
Date of Completion: March 2021
Owner: Best Western
Owner's Contact: Mark Barton, 561-912-6626
Designer: *negotiated directly with owner*
Scope of Work: Chiller Replacement with a York YMC2 Magnetic Bearing Chiller, Two Cooling Tower Replacements with Evapco Cooling Towers, 5 Chilled Water Rooftop Air Handling Unit Replacements with York Solution Air Handlers, a Building Automation System Retrofit with Johnson Controls Metasys BAS, and a Liebert Condensing Unit Replacement
Percentage of Work Performed with own Forces: 70%
Percentage Subcontracted: 30% Electrical, Crane, Sheet metal

4. **Project Name:** Flight Safety AHU#5 Replacement
Contract Amount: \$55,027.00
Date of Completion: September 2019
Owner: Flight Safety.
Owner's Contact: Cristian Coteti, 561-515-2900
Designer: *negotiated directly with owner*
Scope of Work: Replace existing AHU-5
Percentage of Work Performed with own Forces: 85%
Percentage Subcontracted: 15% Crane, electrical, spot coolers

5. **Project Name:** Royal Caribbean VMA Controller Retrofit
Contract Amount: \$64,484.15
Date of Completion: 01/31/2020
Owner: Royal Caribbean Cruise Lines
Owner's Contact: David Colina, 954-517-5941
Designer: *negotiated directly with owner*
Scope of Work: Replace existing VAV controllers with new VMA controllers. Integrate back to Metasys system.
Percentage of Work Performed with own Forces: 85%
Percentage Subcontracted: 15% Hoist/Lift

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ N/A

KNOW ALL MEN BY THESE PRESENTS, that Johnson Controls, Inc.

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

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

having its principal place of business at 175 Berkeley Street, Boston

in the State of Massachusetts

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 Amount Bid

DOLLARS (\$ 5%) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid for

ITB # 21-005/ KEY WEST POLICE DEPARTMENT HVAC said Bid, by reference thereto, being hereby

made a part hereof.

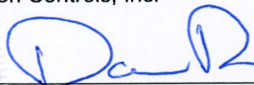
WHEREAS, the PRINCIPAL contem
the furnishing of all labor, materials (e
equipment, machinery, tools, apparatus
work covered in the Bid and the Contr
ITB # 21-005 / KEY WEST POLICE

WHEREAS, it was a condition preced
certified check, or bid bond in the amo
bid as a guarantee that the Bidder wou
the CITY for the performance of said
been given of the award of the Contra

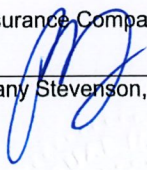
NOW, THEREFORE, the conditions o
10 consecutive calendar days after wr
with the OBLIGEE and furnishes the
100 percent of the base bid, satisfacto
the sum herein stated shall be due and
said sum immediately upon demand o
States of America, as liquidated dama

Signed and sealed this 19th da

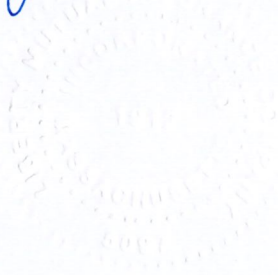
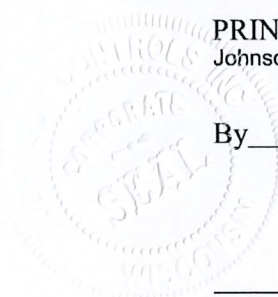
PRINCIPAL
Johnson Controls, Inc.

By 
Donna Planeta, Attorney-In-Fa

SURETY
Liberty Mutual Insurance Company

By 
Bethany Stevenson, Attorney-In-f

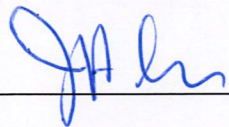
ITB 21-005



ANTI - KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) : SS
COUNTY OF Monroe)


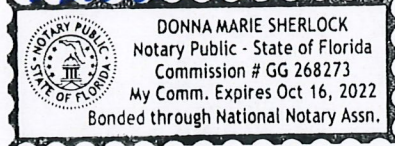
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Sworn and subscribed before me this 19th day of FEBRUARY, 2021.

NOTARY PUBLIC, State of FLORIDA at Large

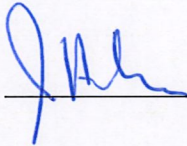
My Commission Expires: OCTOBER 14, 2022

NON-COLLUSION AFFIDAVIT

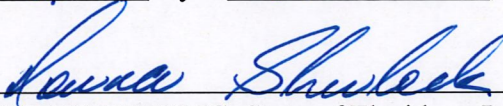
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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: 

Sworn and subscribed before me this

19th day of OCTOBER, 2021.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: OCTOBER 16, 2022



SWORN STATEMENT UNDER SECTION
FLORIDA STATUTES, ON PUBLIC ENTITY

THIS FORM MUST BE SIGNED IN THE PRESENCE OF AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for Key West Police Dep

2. This sworn statement is submitted by Johnsc
(Name of entity)

whose business address is 15901 SW 801, Miramar FL

and (if applicable) its Federal Employer Identification
0380010

(If the entity has no FEIN, include the Social Security
number of the individual signing this sworn statement -

3. My name is John Garnecki
(Please print name of individual signing)

and my relationship to the entity named above is H

4. I understand that a "public entity crime" as defined in Florida Statutes, means a violation of any state or federal law related to the transaction of business with any public subdivision of any other state or with the United States or contract for goods or services to be provided to a subdivision of any other state or of the United States, bribery, collusion, racketeering, conspiracy, material

5. I understand that "convicted" or "conviction" as defined in Florida Statutes, means a finding of guilt or a conviction without an adjudication of guilt, in any federal or state court brought by indictment information after July 1, 1989, or 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.)

[Signature]
(Signature)
02/19/2021
(Date)

STATE OF FLORIDA

COUNTY OF Monroe

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 19th day of FEBRUARY, 2021.

My commission expires:
OCTOBER 16, 2022

[Signature]
NOTARY PUBLIC



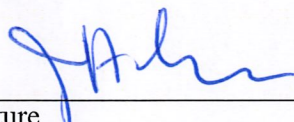
INDEMNIFICATION

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: Johnson Controls, Inc. SEAL:

15901 SW 29th St, Suite 801
Address


Signature

John Carneck
Print Name

HVAC Branch Service Manager
Title

DATE: 02/19/2021

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 NOT APPLICABLE Phone: —

Current Local Address: — Fax: —
(P.O Box numbers may not be used to establish status)

Length of time at this address: —

— Date: —

Signature of Authorized Representative

STATE OF — COUNTY OF —

The foregoing instrument was acknowledged before me this — day of —, 2021.

By —, of —
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification — as identification
(Type of identification)

—
Signature of Notary

—
Print, Type or Stamp Name of Notary

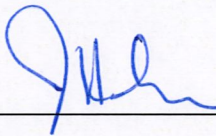
—
Title or Rank

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

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

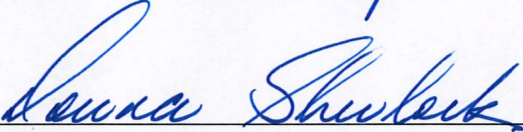
STATE OF FLORIDA)
: SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of Johnson Controls, 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: 

Sworn and subscribed before me this

19th Day of FEBRUARY, 2021.



NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: OCTOBER 16, 2022



CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF Monroe)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Johnson Controls, 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.

Sworn and subscribed before me this

19th Day of FEBRUARY, 2021.

[Signature]

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: OCTOBER 16, 2022

[Signature]



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 black 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 _____ 2021,
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 # 21-005 KEY WEST POLICE DEPARTMENT HVAC, Key West, Florida to the extent of the Bid made by the Contractor, dated the ____ day of _2021, 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 the timeline provided with the Bid 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., 2021.

CITY OF KEY WEST

By _____ Attest _____

Title City Manager

CONTRACTOR

By _____ Attest _____

Title _____

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 _____, 2021, 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 _____, 2021, 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

KEY WEST POLICE DEPARTMENT HVAC ITB 21-005

attached hereto, with the CITY, dated _____, 2021, 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 _____, 2021, 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



THE CITY OF KEY WEST

1300 White St
Key West, FL 33040

ADDENDUM NO. 1
ITB 21-005
Key West Police Department HVAC

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. **As discussed at the mandatory pre-bid meeting the timeframe of this project is 20 weeks lead time to be prepared to begin project and one week to complete work.**

2. **Is it possible to schedule another walk-thru with our control company to review the project?**

Yes. We can schedule another walkthrough if you contact us, but you cannot ask any additional questions, and none will be answered.

3. **Who is responsible for lightning protection? Does it require certification?**

The Vendor is responsible for lightning protection and it must be certified.

4. **Does the existing 600amp disconnect remain or replace?**

It remains

5. **Are the permit fees standard fees through the City of Key West?**

Standard fees the vendor is responsible for through the City

6. **Are Condenser AND Evaporator coils required to be coated?**

See page 76, #21 Scope of Work.

7. **Is bidder required to provide all drawings, cutsheets, equipment data etc. with Bid?**

No, but everything must meet specifications of the ITB.

8. **Does the area under the compressors currently leak water into the building?**

No.

9. **Coil Coating is completed before unit arrives to project site- what is the requirement for "secondary on-site coating applied to the condenser fins?"**

A secondary coastal/marine environment coating. On-Site if possible.

10. Can you confirm the parking lot would be empty for the rigging and the crane for a full Saturday?
Yes.
11. Page 9 5A requires a schedule of values w/ the BID- is this correct?
Yes.
12. Are the room temperature sensors/VAVs controllers required to be replaced?
No.
13. How many VAVs are in the building?
29. 13 on the 1st floor, 16 on the 2nd floor.
14. Page 63- states a Variance from the Commission would be required for weekend work- Does that apply to this project?
No.
15. It is not stated in the scope of work, but is the new 80-ton Roof Top unit required to have the following: a) Factory installed phase monitor? b) Factory installed convenience outlet? C) Single Point Connection?
Yes to a,b,and c.
16. On item 19 on page 76 of the Scope of Work, it states that change orders will not be allowed. Will the City make an allowance for change orders regarding controls work and integration purposes?
No.
17. Is the scope of work for the controls only for the replacement of the supervisory controller ONLY? By this, meaning it excludes the replacement of any field controllers or network sensors.
They must work with the new equipment.
18. Under item 21 on page 76 of the Scope of Work it states that a requirement for the new unit is to have "Factory mounted and wired UVC lights system". Does the UVC lights system have to be factory installed to fulfill this requirement, or can it be installed in the field?
Either
19. Can you clarify that the lightning protection can be removed and reattached to the replacement unit? Does it have to be recertified? Does a certified contractor for lightning protection have to perform this work?
Yes. Yes. Yes.
20. What is the length of warranty required on all parts of this bid? I.E. labor, coils, compressors, etc.?
As listed Page 76- 2years labor, 5 years parts
21. Will the existing roof mounted disconnect panel need to be replaced or can it be reused? The existing disconnect is in good condition.
It can be reused.
22. Can you clarify the equipment mounted to the existing rooftop unit on the end above the electrical panel? Is this still in service? Is this specialized equipment that requires special handling? Is this critical equipment that needs to be remounted immediately? Other?
It can be removed and put out of the way.
23. Is the requirement that the unit replacement will begin to take place on a Saturday, to be substantially completed over a weekend?
Yes. Ideally.

24. **Can you clarify the need for temporary cooling? It was discussed on the pre-bid walkthrough that there are existing back-up systems for the on-site IT room and some other rooms. If the rooftop unit is taken down/replaced and back up and running in one day, will the temporary cooling need to be installed? OR is just on-site availability acceptable in the case the new unit is NOT operational by Monday morning?**

Full building needs temporary cooling while work is being done.

25. **Is it preferred that one larger temporary cooling unit be provided vs individual spot coolers? This unit will be staged outside in the Southwest parking lot? Flexible duct from this unit into the building?**

Up to the Vendor as long as the entire building is kept cooled.

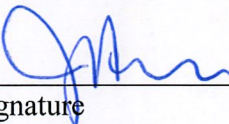
26. **If temporary cooling is needed to be installed to the building, is it acceptable to run the flexible duct lines through the side of the building to each floor through the double hung windows?**

No, the windows don't open.

27. **Is the southwest side parking lot to be the staging area for equipment, crane, and temporary cooling?**

Yes.

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



Signature

Johnson Controls, Inc.
Name of Business

Extended Warranty Clarification

**City of Key West ITB 21-005, Section Scope of Work, Item 21:
“Secondary on-site coating is to be applied to the condenser fins”**

It has come to our attention during while bidding this project that Johnson Controls, Inc. warranty policy explicitly states 'factory can't be responsible for 3rd party vendors applying coatings in a non-controlled environment, possibly compromising unit design parameters and function. Specifically, with microchannel coils, a secondary coating can restrict air flow through the coils affecting performance and integrity of the system components. They can 'clog' the coils and do permanent damage to the equipment.

If a secondary on-site coat is applied to the condenser fins, York will void the warranty.



DELEGATION OF AUTHORITY

The undersigned, Craig A. Bartol, Executive Director Risk Management, pursuant to the authority vested in him by a certain Delegation of Authority Certificate issued by Johnson Controls, Inc. on July 29, hereby authorizes:

Donna Planeta
Assistant Client Service Specialist
Willis of New York, Inc
10 State House Square, Floor 11
Hartford, CT, 06103

to perform, on behalf of the Company, the acts described below:

To execute, seal and deliver, as attorney-in-fact for the Company, surety bonds forwarded to Willis of New York, Inc. by the Company that do not exceed Two Million Dollars (\$2,000,000.00) that are necessary and proper in carrying on the business of the Company.

This authority shall remain in full force and effect for one (1) year from the date of issue unless earlier revoked in writing by the undersigned or the President or any Vice President of Johnson Controls, Inc.

Signed at Milwaukee, Wisconsin, this 3rd day of July 2020.

A handwritten signature in black ink, appearing to read "Craig A. Bartol", written over a horizontal line.

Craig A. Bartol
Executive Director Risk Management



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204502-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Alexis Apostolidis; Bethany Stevenson; Brendan Fletcher; Bryan M. Caneschi; Cassandra Baez; Donna M. Planeta; Eric Strba; Jacqueline Susco; Janee Wright; Joshua Sanford; Kathryn Pryor; Michelle Anne McMahon; Nicholas Turecamo; Phillip Krower; Rebecca M. Stevenson; Tanya Nguyen

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of November, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of November, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Ron DeSantis, Governor



Halsey Beshears, 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

LE COURIS, JASON MARCUS

JOHNSON CONTROLS, INC.

46 MAGNOLIA AVE

YANKEETOWN FL 34498

LICENSE NUMBER: CMC056801

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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