

# *The City of Key West*

**ITB#23-020**

**Navy Exchange HVAC Upgrades**  
**V-4111 NEX Facility on Sigsbee KEY**



**Bid Documents**

**To:**

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

**From:**

**Air Mechanical & Service Corp.  
2700 Avenue of the Americas  
Englewood, Florida 34224  
Phone #941-475-3715  
POC: Blaine Byers  
[blaine@amsco-ac.com](mailto:blaine@amsco-ac.com)**

**Due:** Wednesday, July 19, 2023  
**Before:** 3:30 PM

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: Air Mechanical & Service Corp

Contact Name & Telephone #: Blaine Byers, (941) 475-3715

Email Address: blaine@amsco-ac.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.



**NAVY EXCHANGE HVAC UPGRADES:**

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

\$ 442,000.00

In Words:

Four Hundred Forty-Two Thousand Dollars & Zero 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.)

Air Mechanical & Service Corp (AMSCO) will be providing all site work, materials, equipment and labor necessary for the removal and replacment of four HVAC units

consisting of a 6 ton, a 10 ton and a 20 ton RTU's plus a 40 ton split system. located at the Navy Exchange on Sigsbee Key except for lifting purposes and that will

be provided by a crane service company.

*Air Mechanical & Service Corp  
2700 Avenue of the Americas  
Englewood, FL 34224  
(941) 475-3715*

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:

*One the Spot Services (crane)*

Name \_\_\_\_\_  
*3555 NW 74th Street*  
Street \_\_\_\_\_, *Miami* \_\_\_\_\_, *FL* \_\_\_\_\_, *33147* \_\_\_\_\_  
City State Zip

Name *Falcon Electric, Inc*

*440 Roberts Rd, Ste 5*  
Street \_\_\_\_\_, *Oldsmar* \_\_\_\_\_, *FL* \_\_\_\_\_, *34677* \_\_\_\_\_  
City State Zip

*Premier Energy Solutions, Inc.*

Name \_\_\_\_\_  
*Po Box 7606*  
Street \_\_\_\_\_, *Naples* \_\_\_\_\_, *FL* \_\_\_\_\_, *34101* \_\_\_\_\_  
City State Zip

Name \_\_\_\_\_  
Street \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
City State Zip

SURETY

*Westfield Insurance Company* \_\_\_\_\_ whose address is  
*1 Park Circle*  
Street \_\_\_\_\_, *Westfield Center* \_\_\_\_\_, *OH* \_\_\_\_\_, *44251* \_\_\_\_\_  
City State Zip

**BIDDER**

The name of the Bidder submitting this Bid is

*Air Mechanical & Service Corp*

doing business at

*2700 Avenue of the Americas*

*Englewood*

*FL*

*34224*

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:

*Lindsay W. Byers, President*

*John L. Byers, Treasure*

*Neil Connelly, Sr. Vice President*

*Blaine Byers, Jr. Vice President*

*Lynn Goldstein, Secretary*

**If Sole Proprietor or Partnership**

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

*n/a*

Signature of Bidder

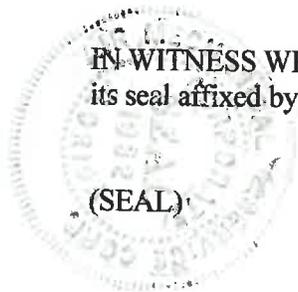
*n/a*

Title

*Air Mechanical & Service Corp  
2700 Avenue of the Americas  
Englewood, FL 34224  
(941) 475-3715*

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 July 2023.



(SEAL)

*Air Mechanical & Service Corp*

Name of Corporation

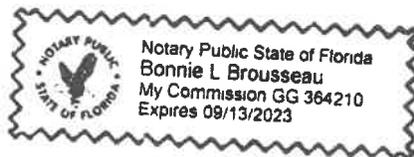
*Blaine Byers*

By *Blaine Byers*  
*Vice President*

Title

*Bonnie L Brousseau*

Attest *Bonnie L. Brousseau*  
*Notary Public State of Florida*



Sworn and subscribed before this 19th day of July, 2023

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: September 13, 2023

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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 list per your request of Air Mechanical & Service Corp past & current RTU projects with in the 5 year span.*

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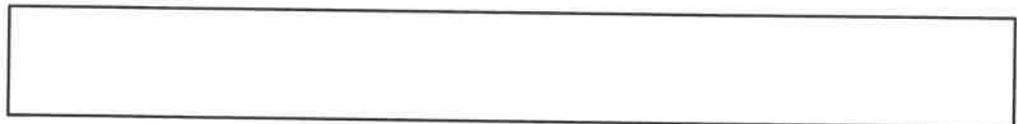


# R/R RTU's Past & Current Projects

<u>Name of Project</u>	<u>Contract Amount</u>	<u>Year Completed</u>	<u>Trade/Scope</u>	<u>Owner</u>
St. Andrews Medical Center	\$154,420.00	2018	HVAC replaced RTU	St. Andrews Medical Center
Tropicana Old Freezer	\$127,280.00	2018	HVAC Install owner provided (4) 25 ton RTU's w/new ductwork	Pepsi-Co Tom Mainelli, 941-742-3628
Lakewood Ranch YMCA	\$98,568.00	2018	HVAC Change out 26 ton OA RTU	Lakewood Ranch YMCA
Gateway, buildings #551, #501 & 401	\$575,663.00	Jul-19	HVAC R/R 7 RTU (3 60-ton, 2 40-ton & 2 75-ton)	Colliers Intenational South Florida LLC
Jail Administration	\$99,400.00	April, 2019	HVAC RTU-2 replacement	Lee County BOCC
The Glenridge on Palmer Ranch Job #319009	\$262,360.00	May, 2019	HVAC replace 6 OA RTU's	The Glenridge on Palmer Ranch Ron Byers, 941-552-5355
Key West Airport job #319028	\$11,400.00	Jul-05	HVAC RTU Rplcement	Monroe County BOCC Richard Velzy, 305-407-0177
SaG County Jail East job #320004	\$33,580.00	2020	HVAC RTU Replacement	Sarasota County Government
GT Bray job #321003	\$207,725.00	2121	HVAC replace RTU & ERV	Manatee County Government Mark Petrilla, 941-748-4501
City Hall job #321010	\$109,960.00	2121	HVAC RTU Rplacement w/AHU	City of Bradenton Don Brunner, 941-708-6334
County Jail job #322002	\$342,000.00	2222	HVAC 30 RTU Rplacement	Manatee County Government
Englewood Sports Complex job #322010	\$572,536.50	2222	HVAC 6 RTU Rplacement	Sarasota County Government Ray Ortiz, 941-313-3161

	<u>Contract Amount</u>	<u>Year Completed</u>	<u>Trade/Scope</u>	<u>Owner</u>
Summit Library job #322026	\$105,000.00	final stage	<b>HVAC 2 RTU Rplacement</b>	Palm Beach County Government
Palmetto County Jail job #322028	\$52,600.00	2222	<b>HVAC RTU Rplacement</b>	Manatee County Government
Southwood Shoppes job #322031	\$146,089.00	2222	<b>HVAC 4 RTU Rplacement</b>	SMD Property
PNC Bank Clearwater job #323029	\$109,240.00	just awarded	<b>HVAC 5 RTU Rplacement</b>	PNC Bank Julie Nykos, 813-924-7785

**PLEASE NOTE** These are just a few of the major projects the ENGLEWOOD OFFICE has completed in the past along with numerous smaller projects plus our ongoing service contracts.



**FLORIDA BID BOND**

BOND NO. N/A Bid

AMOUNT: \$5% amt bid

KNOW ALL MEN BY THESE PRESENTS, that Air Mechanical & Service Corp.

2700 Avenue of the America, Englewood FL 34224

hereinafter called the PRINCIPAL, and Westfield Insurance Company

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

having its principal place of business at One Park Circle, P O Box 5001,

Westfield Center OH 44251-5001 in the State of OHIO,

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% amt bid) 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 19th day of July, 2023.

PRINCIPAL  
Air Mechanical & Service Corp.

By

Blaine Myers  
Westfield Insurance Company

SURETY

By Ka  
Kevin Wojtowicz, Attorney-in-fact and  
Florida Licensed Resident Agent

STATE OF Florida )  
COUNTY OF Charlotte ) : SS

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 0994782 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 19 day of JANUARY A.D., 2020



Frank A. Carrino, Secretary





**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 *IFB#23-020 Navy Exchange HVAC upgrades V-4111 NEX facility on Sigsbee Key*

2. This sworn statement is submitted by *Air Mechanical & Service Corp*  
(Name of entity submitting sworn statement)

whose business address is *2700 Avenue of the Americas, Englewood, FL 34224*

and (if applicable) its Federal Employer Identification Number (FEIN) is *59-2158902*

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement *does not apply*)

3. My name is *Blaine Byers*  
(Please print name of individual signing)

and my relationship to the entity named above is *Jr. Vice President*

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

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

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

- 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.)

*Blaine Byers*

(Signature) *Blaine Byers, Vice President*

*July 19, 2023*

(Date)

STATE OF FLORIDA

COUNTY OF CHARLOTTE

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

Blaine Byers 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 July, 2023.

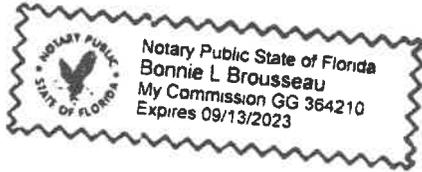
My commission expires:

*Sept 13, 2023*

*Bonnie L Brousseau*

NOTARY PUBLIC

*Bonnie L. Brousseau*



**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: *Air Mechanical & Service Corp*

SEAL:

*2700 Avenue of the Americas  
Englewood, FL 34224*

Address



Signature

*Blaine Byers*

Print Name

*Vice President*

Title

DATE: *July 19, 2023*

**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 Does Not Apply Phone: \_\_\_\_\_

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

Length of time at this address: \_\_\_\_\_

\_\_\_\_\_  
Date: July 19, 2023  
Signature of Authorized Representative Blaine Byers

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank



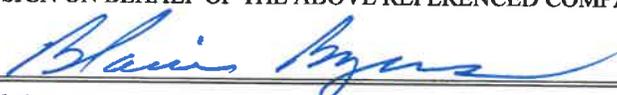


**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: <u><i>Air Mechanical &amp; Service Corp</i></u>		
Vendor FEIN: <u><i>59-2158902</i></u>		
Vendor's Authorized Representative Name and Title: <u><i>Blaine Byers, Vice President</i></u>		
Address: <u><i>2700 Avenue of the Americas</i></u>		
City: <u><i>Englewood</i></u>	State: <u><i>Florida</i></u>	Zip: <u><i>34224</i></u>
Phone Number: <u><i>941-475-3715</i></u>		
Email Address: <u><i>blaine@amsco-ac.com</i></u>		

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:	<u><i>Blaine Byers</i></u> <small>PRINT NAME</small>	<u><i>Vice President</i></u> <small>PRINT TITLE</small>
WHO IS AUTHORIZED TO SIGN ON BEHALF OF THE ABOVE REFERENCED COMPANY.		
Authorized Signature:	<u></u> <i>Blaine Byers, Vice President</i>	

**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. [ X ]
2. All blank spaces in Bid filled in, using blue ink. [ X ]
3. Total and unit prices added correctly and attached Schedule of Values [ X ]
4. Addenda acknowledged. [ X ]
5. Subcontractors are named as indicated in the Bid. [ X ]
6. Experience record included. [ X ]
7. Bid signed by authorized officer and notarized. [ X ]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [ X ]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [ X ]
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. [ X ]
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. [ X ]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [ X ]

*July 19, 2023*





## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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### ADDENDUM NO. 1

#### Navy Exchange HVAC Upgrades Project

#### ITB No. 23-020

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

- 1) **Question:** AC #2 40 Ton split air-cooled Chiller unit as mentioned. Please confirm this is a 40 to DX split system, Not an air-cooled chilled water unit. Pictures provide shows existing refrigerant piping.  
**Response:** Correct, this is a DX unit. The intent is to replace only the condenser unit on the roof, not the air handler. If there are compatibility issues with the refrigerant used in the new condenser unit, replacement of the air handler coils, or entire air handler may be required.
- 2) **Question:** New electrical disconnects: Per SOW General requirements Note #1, "new electrical SS NEMA 4X disconnects by Government". Please confirm all high voltage work to be by others (i.e., by Electrical contractor) Please provide the max. MCA amp rating for each new disconnect 480—3-60 for each unit. This cannot be determined by the SOW information provided. Maybe have someone to review on site to get amp rating of fuses or electrical circuits for each.  
**Response:** The scope of work section is revised to "Perform all electrical disconnection and reconnection to the new units. ~~Government~~ Contractor shall replace all unit disconnect with new SS NEMA 4X disconnects..." The contractor's bid should include all other electrical work necessary to provide for a complete and functioning system. This work can be accomplished by the contractor or sub-contractor. The 460-3-60 service listed is correct. The breaker rating of the circuits serving the existing equipment will be confirmed at the site meeting (see item no. 10).
- 3) **Question:** Prevailing wages: Is this project to be prevailing wages? Please provide wages accordingly.  
**Response:** There are no Davis-Bacon or prevailing wage requirements for this project.
- 4) **Question:** Is this to be a turnkey project under the mechanical permit to included electrical & roofing work?  
**Response:** No building permit is required for this project. Outages and all roof work will be routed for approval prior to a notice to proceed being granted.
- 5) **Question:** Is there a roofing company that is preferred by the city?  
**Response:** The City cannot specify a sub-contractor. The contractor is to list sub-contractors of their choice in the bid proposal.

- 6) **Question:** Is there an electrical company that is preferred by the city?  
**Response:** The City cannot specify a sub-contractor. The contractor is to list sub-contractors of their choice in the bid proposal.
- 7) **Question:** Is there any General Contractor's invited to bid this project?  
**Response:** This invitation to bid is listed publicly in the local newspaper and Demandstar. It is unknown which, if any, general contractors are interested in submitting a bid proposal.
- 8) **Question:** Please provide type of material to be used for new AC #2 support stand. Steel, stainless steel or aluminum?  
**Response:** Aluminum, stainless steel, or powder-coated galvanized steel are all acceptable materials.
- 9) **Question:** Will there be a date & time set up for a site visit?  
**Response:** A site visit will be held 7/12/2023 at 10AM. Please submit personnel information to request base access at least 48 hours in advance.
- 10) **Question:** Permit fees: Can the City of Key West Building Dept. provide the permit cost for Mechanical, Electrical & roofing permits? We do not include permit fees in our proposal. They are billed out at cost via change order  
**Response:** The project is on Navy property and no City of Key West building permits will be required.
- 11) **Question:** Owner training: Is there a cost for the training room at Boca Chica? If so, who will cover cost? Amount to carry?  
**Response:** There will be no cost associated with use of the training room.

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.

  
Signature *Blaine Byers*

*Air Mechanical & Service Corp*

Name of Business



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

### ADDENDUM NO. 2

#### Navy Exchange HVAC Upgrades Project

#### ITB No. 23-020

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

- 1) **Question:** Time of completion is listed as 270 calendar days or roughly 38 and a half weeks. Several different manufacturers provide lead times for equipment which are just as long if not longer than this contract time. Is it possible to extend the contract?  
**Response:** A contract extension may be requested, as needed, based on circumstances outside of the contractor's control. However, the contractor should identify means, methods, and materials which will adhere to the schedule as closely as possible.
- 2) **Question:** Please confirm that micro-channel is NOT accepted. Are you are only accepting copper tube/copper fin with factory coatings, or will you also accept copper tube with aluminum fins?  
**Response:** Correct, micro-channel is not accepted. Tubing may be copper only, but fins may either be copper or aluminum. Refer to SOW for coating requirements.
- 3) **Question:** Since the job is taking place on the Navy base, do we need to comply with any kind of Buy America Act?  
**Response:** Yes, the project needs to comply with the Buy America Act (FAR 52.225-9).

Prior to final award, the winning bidder shall acknowledge receipt and acceptance of all Addendums. Proposals submitted without acknowledgement may be considered non-responsive.

  
Signature *Blaine Byers*

*Air Mechanical & Service Corp*

Name of Business



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



**BYERS, LINDSAY W**

AIR MECHANICAL & SERVICE CORP.

4311 WIDA ST

TAMPA

FL 33614-7665\*

**LICENSE NUMBER: CMC1250221**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Baldwin Krystyn Sherman Partners LLC 4211 W Boy Scout Blvd Suite 800 Tampa FL 33607	<b>CONTACT NAME:</b> Yaritza Soto <b>PHONE (A/C, No, Ext):</b> 239-931-3021 <b>E-MAIL ADDRESS:</b> yaritza.soto@bks-partners.com	<b>FAX (A/C, No):</b> 239-931-5604
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Air Mechanical & Service Corp. 4311 W Ida St. Tampa FL 33614	License#: L002281	NAIC #
	AIRMECH-01	
	INSURER A : Zenith Insurance Co	13269
	INSURER B : The Continental Insurance Co	35289
	INSURER C : National Fire Insurance of Har	20478
	INSURER D :	
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 300288943

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	7036334667	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	7036363120	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7036371301	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Z139757801	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with respect to General Liability and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policy.

A Waiver of Subrogation applies to the general liability, auto liability, & workers compensation policies if required by written contract, and subject to terms, conditions, and exclusions of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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