

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** May 20, 2026

**Presenter's Name and Title:** Steven Hastings, Deputy Public Works Director and Alicia Ayum, Director of Procurement on behalf of Public Works and Procurement Departments

**Prepared By:** Kristy Gilbert, MBA, Assistant Public Works Director

**Temp. Reso. Number:** 8666

**Item Description:** Temp. Reso. #R8666 APPROVING THE AWARD OF INVITATION FOR BIDS ("IFB") NO. 26-007 ENTITLED "MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS REPLACEMENT PROJECT" TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, KOOL FLOW, INC., IN THE AMOUNT OF \$385,000, ALLOCATING A FIVE PERCENT CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$19,250 FOR A TOTAL PROJECT COST OF \$404,250. *(Public Works Deputy Director Steven Hastings and Procurement Director Alicia Ayum)*

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: Please have the agreement signed on the dais.**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funds totaling \$404,250 will be expended from Account No. 395-50-802-539-000-606510-52060 entitled "CIP-Construction".


**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8666**
  - **Exhibit A: Proposed Agreement with Kool Flow**
    - **Exhibit "A" to Exhibit "A" – Kool Flow Bid**
  - **Exhibit B: IFB No. 26-007 Bid Tab**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Shana Coombs, Chief Operations Officer/Public Works Director

**DATE:** May 14, 2026

**RE:** Temp. Reso. No. 8666 approving the award of Invitation for Bids (“IFB”) No. 26-007, entitled “Miramar Town Center Data Room HVAC Units Replacement Project” to Kool Flow, Inc.

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8666, approving the award of Invitation for Bids (“IFB”) No. 26-007, entitled “Miramar Town Center Data Room HVAC Units Replacement Project” to the lowest responsive responsible bidder, Kool Flow Inc., (“Kool Flow”) in the amount of \$385,000 and allocating a 5 percent contingency allowance in the amount of \$19,250 for a total project cost of \$404,250; authorizing the City Manager to execute the Agreement with Kool Flow.

**ISSUE:** In accordance with City Code Section 2-412(a)(1), City Commission approval is required for expenditures exceeding \$75,000 by a single City department from the same vendor in a single fiscal year.

**BACKGROUND:** The City of Miramar Public Works Department is responsible for the maintenance and repair of all City facilities and equipment. Public Works has an existing Capital Improvement Program Project No. 52060 entitled “Air Conditioning System Replacement Program.” This project will be funded through the program.

The Town Center Complex was constructed in 2004 and the air conditioning units located in the data room is the original equipment. The equipment is over 20 years old and has reached its useful life.

On December 16, 2025, the City’s Procurement Department advertised IFB No. 26-007, entitled “Miramar Town Center Data Room HVAC Units Replacement Project” in a newspaper of general circulation and on DemandStar.com. The City conducted a

mandatory pre-bid meeting and site visit on December 22, 2025. Six bids were received by the City on the scheduled bid deadline of January 13, 2026, as detailed in Exhibit "B". The Procurement Department has completed its evaluation and has deemed Kool Flow the lowest responsive, responsible bidder with a bid price of \$385,000. A five (5) percent contingency allowance of \$19,250 is requested to allow for any incidental or change orders that may arise during the project for a total project cost of \$404,250.

**DISCUSSION:** Kool Flow is a certified County Business Enterprise (CBE) / Small Business Enterprise (SBE) firm and is the City's existing contractor for maintenance, service and repair of City facilities HVAC equipment.

The HVAC replacement project includes replacement and installation of four (4) air conditioning units, condenser, evaporator and any other old components within the Town Center Data Room. The scope also includes permitting, commissioning of system, warranty and any necessary appurtenances. Installation of the replacement unit will be scheduled outside of normal business hours to avoid disruption of ongoing daily activities. The project manager is Aubrey Boyd, Senior Facilities Manager.

**ANALYSIS:** Funds totaling \$404,250 will be expended from Account No. 395-50-802-539-000-606510-52060 entitled "CIP-Construction".

Temp. Reso. No. 8666

3/4/26

5/13/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 26-007 ENTITLED “MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS REPLACEMENT PROJECT” TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, KOOL FLOW, INC., IN THE AMOUNT OF \$385,000, ALLOCATING A FIVE PERCENT CONTINGENCY ALLOWANCE IN THE AMOUNT OF \$19,250 FOR A TOTAL PROJECT COST OF \$404,250; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miramar Public Works Department is responsible for the maintenance and repair of all City facilities and equipment; and

**WHEREAS**, an existing Capital Improvement Program (“CIP”) Project No. 52060 entitled “Air Conditioning System Replacement Program” was approved as part of the Fiscal Year 2026 CIP and will be used to fund this project; and

**WHEREAS**, on December 16, 2025, the City’s Procurement Department advertised Invitation for Bids (“IFB”) No. 26-007, entitled “Miramar Town Center Data Room HVAC Units Replacement Project” in a newspaper of general circulation and on DemandStar; and

**WHEREAS**, the City conducted a mandatory pre-bid meeting and site visit on December 22, 2025; and

**WHEREAS**, six (6) bids were received by the City on the scheduled bid deadline of January 13, 2026 attached hereto as Exhibit “B;” and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8666

3/4/26

5/13/26

**WHEREAS**, the Procurement Department completed its due diligence review of the bids, and Kool Flow, Inc. (“Kool Flow”), is recommended as the lowest responsive responsible bidder meeting the requirements and minimum qualifications specified in the IFB, with a bid price that is in the best interest of the City, in the amount of \$385,000, as detailed in Kool Flow’s proposal, attached as Exhibit “A” to Exhibit “A;” and

**WHEREAS**, the City Manager recommends approval of the award of IFB No. 26-007 entitled “Miramar Town Center Data Room HVAC Units Replacement Project” for replacement of four (4) air conditioning units, condenser, evaporator and any other old components within the Town Center Data Room to Kool Flow, the lowest responsive responsible bidder, in the amount of \$385,000 and allocating a five percent (5%) contingency allowance of \$19,250 for a total project cost of \$404,250, and seeks authorization to execute an agreement in the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award IFB No. 26-007 entitled “Miramar Town Center Data Room HVAC Units Replacement Project” for replacement of four (4) air conditioning units, condenser, evaporator and any other old components within the Town Center Data Room to Kool Flow, the lowest responsive responsible bidder, in the amount of \$385,000 and allocating a 5 percent (5%) contingency allowance of \$19,250 for a total project cost of \$404,250, and to authorize the City Manager to execute the appropriate agreement in substantial conformity with Exhibit “A,” attached hereto.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the award of Invitation for Bids No. 26-007 entitled “Miramar Town Center Data Room HVAC Units Replacement Project” to Kool Flow, Inc.

**Section 3:** That the City Manager is authorized to execute an agreement with Kool Flow, Inc., in the amount of \$385,000 and allocating a 5 percent (5%) contingency allowance of \$19,250 for a total project cost of \$404,250, in the form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That appropriate City staff is authorized to do all things necessary to carry out the aims of this Resolution.

**Section 5:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8666

3/4/26

5/13/26

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Carson "Eddy" Edwards

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA  
AND  
KOOL FLOW INC  
FOR  
"MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT  
PROJECT."**

**INVITATION FOR BIDS NO. 26-007  
IN MIRAMAR, FLORIDA**

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Kool Flow, Inc (the "Contractor") a Florida Corporation authorized to conduct business in the state of Florida whose principal address is 5945 SW 21 Street Bldg # J, West Park Fl33023.

**WITNESSETH:**

**WHEREAS**, on [REDACTED], by Resolution No. [REDACTED], the City Commission approved the award of Invitation for Bids No. **26-007** (the "IFB"), entitled: "**MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS REPLACEMENT PROJECT**" (the "Work" or "Services"), to Contractor as the lowest, responsive, responsible, Bidder, whose bid is in the best interest of the city; and

**WHEREAS**, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

**WHEREAS**, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

**NOW THEREFORE**, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

**ARTICLE 2**  
**WORK**

Successful Bidder(s) shall complete the Work as specified under the Bid Schedule(s) of the Contract Documents entitled: "Miramar Town Center Data Room HVAC Units Replacement Project". Contract is in strict accordance with the Contract Documents, and all additional Work included in the Contract Documents and the Contractor's bid, attached hereto as **Exhibit "A"**.

**Estimates/Quotations:**

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

**ARTICLE 3**  
**CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete over 8 weekends (Friday to Sunday) after the commencement date given in the Notice to Proceed.

**ARTICLE 4**  
**CONTRACTOR AND CITY'S RELATIONSHIP**

**4.1** The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract

Documents and prudent and customary industry practices.

**4.2** By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the city that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work
- B. Is experienced in all aspects of the Work required for projects similar to the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any time, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

**4.3** The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

#### **ARTICLE 5**

##### **TERM**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

#### **ARTICLE 6**

##### **LIQUIDATED DAMAGES**

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City **\$500.00** for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and **\$500.00** for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

**ARTICLE 7**  
**CONTRACT PRICE**

City shall pay Contractor Three hundred eight-five thousand dollars \$(385,000.00) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the Engineer administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the Engineer and agreed to by the City.

**ARTICLE 8**  
**PAYMENT PROCEDURES**

Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided, the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

**ARTICLE 9**  
**INDEMNIFICATION**

- 9.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:
- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.

- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer,
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other party by the Contractor, its employees or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

**9.2** The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

**9.3** This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damage, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

**9.4** The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

**9.5** Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

**ARTICLE 10**  
**TERMINATION**

**10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):**

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B. Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- C. Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- D. Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E. Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F. Fail in any other material way to comply with the requirements of the Contract Documents.

**10.1.1** If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

**10.1.2** In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

**10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):**

The city may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials

and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

**ARTICLE 11**  
**DEFAULT**

**11.1** An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- A. Contractor has not performed Services on a timely basis as set forth in the Project Schedule to be delivered to and accepted by the city prior to commencement of work.
- B. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- C. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver.
- E. Contractor has failed to obtain the approval of City where required by this Agreement.
- F. Contractor has failed in the honoring of any warranties; or
- G. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**11.2** In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice

that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

**11.3** In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost funding, and
- B. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

**11.4** City may take advantage of each remedy specifically existing at law or in equity. Each remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

## **ARTICLE 12** **DELIVERY OF MATERIALS**

**12.1** Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

**12.2** Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

**ARTICLE 13**  
**CONTRACT DOCUMENTS**

**13.1** The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement.
- All Addenda.
- Contractor's Bid.
- Solicitation, General Provisions.
- General Conditions.
- Technical Specifications.
- Referenced Standard Specifications; and
- Drawings.

**13.2** There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

**ARTICLE 14**  
**ASSIGNMENT**

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

**ARTICLE 15**  
**APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of people and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

**ARTICLE 16**  
**AUDIT AND INSPECTION RIGHTS**

**16.1** Audit and Inspection Rights

- A. The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- B. The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.
- C. The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.
- D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**16.2** Access to Records

- A. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives with access to construction or other work sites pertaining to the work being completed under the contract.

**ARTICLE 17**  
**NON-SOLICITATION**

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 18**  
**PUBLIC RECORDS**

**18.1** The Contractor shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT**

- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- F. Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.
- G. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [daqibbs@miramarfl.gov](mailto:daqibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

**ARTICLE 19**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**19.1** Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

**19.2** The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

**19.3** The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

**ARTICLE 20**  
**CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work.

If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

## **ARTICLE 21 INSURANCE**

**21.1** Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

A. Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$2,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.

B. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$2,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

C. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$500,000 per accident.

D. The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.

E. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

**21.2** This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional

insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

**21.3** Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

**ARTICLE 22**  
**INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

**ARTICLE 23**  
**REAFFIRMATION OF REPRESENTATIONS**

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

**ARTICLE 24**  
**COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

**ARTICLE 25**  
**COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

**ARTICLE 26**  
**WAIVER**

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

**ARTICLE 27**  
**BINDING AUTHORITY**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**ARTICLE 28**  
**NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notices shall be deemed given on the day on which they are personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO CONTRACTOR:**

ATTN: Gervaise Hylton  
President  
Kool Flow Inc  
5945 SW 21 Street Bldg J  
West Park, FL 33023  
Telephone: (954) 962-8843  
Fax: (954) 962-8842  
Email: [service@koolflowair.com](mailto:service@koolflowair.com)

**TO CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin,  
City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3120  
Fax: (954) 602-3672  
Email: [rvirgin@miramarfl.gov](mailto:rvirgin@miramarfl.gov)

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

401 NW 7<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**ARTICLE 29**  
**CITY'S OWN FORCES**

**29.1** The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

**29.2** The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

**ARTICLE 30**  
**LIMITATION OF LIABILITY**

**30.1** The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

**30.2** Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**30.3** In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use

incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

**ARTICLE 31**  
**THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**ARTICLE 32**  
**WARRANTY AND GUARANTEE**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the city against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

**ARTICLE 33**  
**HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the draft of the document for interpretation purposes.

**ARTICLE 34**  
**SEVERABILITY**

**34.1** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

**34.2** City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal

representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

**ARTICLE 35**  
**SCRUTINIZED COMPANIES**

**35.1** Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**35.2** If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**35.3** The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**35.4** As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**ARTICLE 36**  
**CONFLICT-OF-INTEREST**

**36.1** To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the city reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph

will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

**36.2** Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

### **ARTICLE 37** **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

### **ARTICLE 38** **SUSPENSION AND DEBARMENT**

**38.1** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**38.2** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters.

**38.3** This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the city and the contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**38.4** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

**ARTICLE 39**  
**VENUE AND JURISDICTION**

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

**ARTICLE 40**  
**SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

**ARTICLE 41**  
**E-VERIFY PROGRAM**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security.

Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

#### **ARTICLE 42** **EQUITABLE ADJUSTMENT**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services."

#### **ARTICLE 43** **ENTIRE AGREEMENT**

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day, and year first above written.

**CITY OF MIRAMAR:**

**CONTRACTOR: KOOL FLOW INC**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

By: \_\_\_\_\_  
President  
Gervaise Hylton

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_

**ATTEST:**


\_\_\_\_\_  
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency.  
for the use of and reliance by the City of  
Miramar, Florida only:

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC.

**BID COVER SHEET - IFB NO. 26-007**

**"MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS REPLACEMENT PROJECT"**

<b>BIDDER'S NAME (Name of Firm, Entity or Organization):</b> Kool Flow Inc	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> 27-0195026	
<b>NAME AND TITLE OF BIDDER'S AUTHORIZED CONTACT</b> Title: President PERSON: Name: Gervaise Hylton	
<b>EMAIL ADDRESS:</b> service@koolflowair.com	
<b>MAILING ADDRESS:</b> 5945 SW 21 St Bldg J West Park, FL 33023	
Street Address: 5945 SW 21 St Bldg J	
City, State, Zip: West Park, FL 33023	
<b>TELEPHONE:</b> 954-962-8843	<b>FAX:</b> ( __954__ ) 962-8842
<b>BIDDER'S ORGANIZATION STRUCTURE:</b> <input checked="" type="checkbox"/> Corporation                    _____ Partnership                    _____ Proprietorship                    _____ Joint Venture                    _____ Other (Explain):	
<b>IF CORPORATION:</b> Date Incorporated/Organized: <u>5/15/2009</u> State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
<b>BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:</b>	
<b>LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:</b>	
<b>BIDDER'S AUTHORIZED SIGNATURE:</b> (the undersigned hereby certifies that this Bid is submitted in response to the Solicitation)	
Signed by: <u></u>	Date: <u>1/6/26</u>
Print name: <u>Gervaise Hylton</u>	Title: <u>President</u>

BID TO: The City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
City Clerk's Office

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a Contract with the City in the form included in this City of Miramar, **IFB-No. 26-007** to perform the Work as specified or indicated in the Solicitation entitled: **"CITY OF MIRAMAR, IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT**
2. Bidder accepts all the terms and conditions of the Solicitation and Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders dealing with the disposition of the Bid Security. The contact person for this Bid is Brenda Martin, who can be reached at: [jdchong@miramarfl.gov](mailto:jdchong@miramarfl.gov)
3. This Bid will remain open for the period stated in the "Notice Inviting Bids", unless otherwise required by Law. Bidder will enter a Contract within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders", and will furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Solicitation and Contract Documents prior to Bid Award and within the time frame indicated by the City.
4. Bidder has examined copies of all the Solicitation Documents, including acknowledging all addenda.
5. Bidder has familiarized itself with the nature and extent of the Solicitation and Contract Documents; Work, site, and locality where the Work is to be performed; applicable Laws and Regulations; and the conditions affecting cost, progress or performance of the Work, and has made such independent investigations as Bidder deems necessary.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

To all the foregoing, and including all Bid Schedule(s) and information required of Bidder contained in this Bid Form, Bidder further agrees to complete the Work required under the Solicitation and Contract Documents within the Contract Time stipulated in the Solicitation and Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

All representations made by Bidder in this Bid are made under penalty of perjury.

DATED: 1/6/26 BIDDER: Kool Flow, Inc.  
BY: [Signature]  
(Signature)  
TITLE: President

STATE OF FLORIDA )  
COUNTY OF BROWARD )

ss:

SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of January, 2026, by Gervaise Hylton, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
State of Florida at Large



JANICE TUCKER  
Commission #HH 450556  
Expires October 25, 2027

My commission expires: 10/25/27

END OF DOCUMENT

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

**ADDENDA ACKNOWLEDGEMENT FORM**

MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

Addendum #

Date Received


BIDDER:

Kool Flow Inc.

(Company Name)

*GHT*

(Signature)

Gervaise Hylton, Resident

(Printed Name and Title)

**END OF DOCUMENT**

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE**

**BID FORM SUMMARY**

**MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT PROJECT"**

**IFB NO. 26-007**

<b>QTY</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
1	FURNISH, REMOVE AND INSTALL THREE (3) HVAC UNITS AT THE MTC DATA ROOM	\$385,000.00

Total Cost (in figures): \$385,000.00


Total Cost (in words): Three hundred eighty five thousand dollars

**Note: Where words and figures differ, amount written in words will take precedence.**

Bidder's Taxpayer Identification Number (EIN): 27-0195026

BIDDER:

Kool Flow Inc  
(Company Name)



(Signature)

FIRM'S NAME: Kool Flow Inc

CONTACT NAME: Gervaise Hylton

STREET ADDRESS: 5945 SW 21 St Bldg J

CITY, STATE, ZIP CODE: West Park, FL 33023

TELEPHONE NUMBER: 954-962-8843 EMAIL: service@koolflowair.com

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, F.S. 553.60-64. By

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

Bidder acknowledges that included in the various items of the Bid or proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act, Florida Statutes Section 553.60-.64. By signing and submitting the Trench Safety Act Compliance Statement, the Bidder is guaranteeing and warranting to the City that it will perform any trench excavation in accordance with applicable trench safety standards. Contract award shall be based upon the Total Bid Price, as identified above, by the lowest responsive, responsible Bidder.

Bidder acknowledges that the purpose of the Bid Worksheet is for Bid balancing comparisons and use as a unit price for potential add/delete items. These Bid Form Summary sheets must be completed in their entirety and returned together with the sealed Bids for the Bid to be deemed complete, responsive and accepted by the city.

Bidder acknowledges that the units that are listed may not be a complete list of units and are provided by the City for informational purposes of bidding. Bidder further acknowledges that the Project shall be completed for the total Lump Sum Project Base Bid based on the Contract Documents and Technical Special Provisions, unless otherwise modified in writing via a formal Contract Amendment and/or Change Order (if any).

Bidder acknowledges that the Bid Form Summary sheet may not include all the specific items found in the Contract Documents and Technical Special Provisions, nor may not represent all the parts of the Project required by this Contract and may be subject to modifications in writing via a formal Contract Amendment and/or Change Order (if any).

Project/Development Name: **CITY OF MIRAMAR – “MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS’ REPLACEMENT PROJECT”**  
**IFB-26-007**

FED EIN # 27-0195026

Contractor Company Name: Kool Flow, Inc

Contractor Acknowledgement Gervaise Hylton/President

Print Name/Title



Signature

Date: 1/6/26

**END OF DOCUMENT**

**IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS’ REPLACEMENT**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

**CASHIER'S CHECK**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



Date 01/29/2026

Void after 1 year

25-3  
440

Remitter: KOOL FLOW, INC

Pay To The Order Of: CITY OF MIRAMAR

Pay: NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00 CENTS

\$\*\* 19,250.00 \*\*

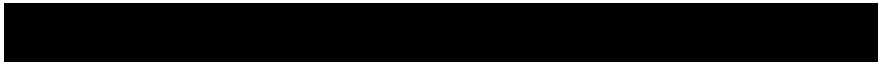
Drawer: JPMORGAN CHASE BANK, N.A.

*Thomas W. Horne*

Thomas W Horne, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH

Do not write outside this box

Memo: IFBND 26-007 Bond  
Note: For information only. Comment has no effect on bank's payment.



**INFORMATION REQUIRED OF BIDDER**

**LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform Work or labor or render Services to the Contractor in or for the construction of the Work or improvement, or a Subcontractor licensed by the state who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the Contractor's total base Bid price. The Bidder shall also list below the portion of the Work which will be done by each Subcontractor under the Contract. The Contractor shall list only one Subcontractor for each portion as is defined by the Contractor in its Bid.

<u>Work to be Performed</u>	<u>Subcontract or License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1.			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

**END OF DOCUMENT**

NAMED EQUIPMENT / MATERIAL SUPPLIER LIST:

The Contract Documents are based upon the equipment or products available from the Suppliers listed below. Provisions are made in the Contract Documents for alternate Suppliers in certain instances whose equipment or products may be deemed equivalent in quality. However, the Bidder must indicate in its Bid which named Supplier the Bidder intends to use (in the event an alternate is not accepted) for each item of Equipment/Material listed on this form by circling one of the listed Suppliers below for each type of Equipment/Material noted. Should a Bidder fail to circle a named item in any category, it agrees to furnish the first Supplier listed (denoted by the letter "A"). Should a Bidder circle more than one named item in any category, it agrees to furnish the first circled Supplier.

In addition, where noted on the list, the Bidder must provide a price for the Equipment/Material circled exclusive of installation cost. The value referenced is included in the Total Base Bid Price.

Where "or equal" is specified in this Solicitation, the Bidder may write in the proposed "or equal" Supplier name in the "OR EQUAL" SUPPLIER/MATERIAL SUPPLIER LIST, but it must nevertheless also circle one of the listed Suppliers below.

If the proposed "or equal" Supplier is not accepted by the Engineer, the Bidder must furnish the circled Supplier as noted above.

Equipment/Material Item

Supplier

DS Hybrid DStCW unit

A. Air & Power Solutions (Leibert)

B. \_\_\_\_\_

Leibert Mc Outdoor Condenser

A. Air & Power Solutions

B. \_\_\_\_\_

Leibert CW Chiller Water unit

A. Air & Power solutions

Leibert MiniMate Variable Capacity  
Dx only

A. Air & Power Solutions

END OF DOCUMENT

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

**"OR EQUAL" SUPPLIER / MATERIAL SUPPLIER LIST:**

The Bidder proposes the following "or equal" Suppliers for the equipment or Material categories so identified:

Equipment or Material Item	Specification Section	Alternate Supplier (list one only per item)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

The acceptance of equipment or Materials by the proposed "or equal" Suppliers shall be at the sole discretion of the City based on the SUBSTITUTES OR "OR EQUAL" ITEMS requirements of the General Conditions. Note that only one "or equal" Supplier may be proposed per equipment or Material Item. If the single proposed "or equal" item is not ultimately accepted by the City, the Contractor shall furnish the named equipment/Material per the NAMED EQUIPMENT/MATERIAL SUPPLIER LIST.

**END OF DOCUMENT**



**Notification and Acknowledgement of Waste Management Service**

The Contractor is hereby notified that Waste Pro is the City's official waste management provider and must be used for all waste disposal activities related to this Project, (if applicable). For assistance, call (954) 967-4200.

Project/Development Name:

**"CITY OF MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT PROJECT."  
IFB-26-007**

Contractor Company Name:

Kool Flow, Inc

Contractor Acknowledgement

Gervaise Hylton / President

Print Name/Title

[Signature]  
Signature

Date:

1/16/26

**END OF DOCUMENT**

**BIDDER'S GENERAL INFORMATION:**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, 6, 7 will result in the Bid being deemed "Non-Responsive" and may cause its rejection. No award will be made until all the Bidder's General Information (i.e., items 1 through 7, inclusive) is delivered to the city.

(1) CONTRACTOR'S name and address:

Kool Flow, Inc  
5945 SW 21st Bldg J West Park, FL 33023

(2) CONTRACTOR'S telephone number:

954-962-8843

(3) CONTRACTOR'S license: Primary classification:

Class A Air Conditioning Contractor

State License No. and Expiration Date:

CAC 1816347 Exp. 8/31/2026

Supplemental classification held, if any: \_\_\_\_\_

Name of Licensee, if different from (1) above:

Genaize Hylton

(4) Name of person who inspected site of proposed Work for your firm:

Name:

Janice Tucker

Date of Inspection: \_\_\_\_\_

(5) Name, address, and telephone number of surety company and agent who will provide the required Bonds on this Contract:

Self Bonding

(6) **ATTACH TO THIS BID** the resume of the person who will be designated on-site manager.

(7) List recent projects completed involving work of similar type and complexity (use separate sheet if required):

<u>Project Name</u>	<u>Contract Price and End Date</u>	<u>Name, address, email and phone number of Contact</u>
<u>1. Lyric Point</u>	<u>\$191,040</u>	<u>Robert Tyler 186-518-2394</u>
<u>2. Gateway 6</u>	<u>\$169,100 9/2/2025</u>	<u>Mike Haskin 612-469-3120</u>
<u>3. Existing Warehouse</u>	<u>\$280,305 11/26/2025</u>	<u>Joseph Cooper 772-626-9791</u>

**END OF DOCUMENT**

ANTI-KICKBACK AFFIDAVIT

STATE OF Fl )  
 ) ss:  
COUNTY OF Broward )

I, the undersigned, hereby duly sworn, depose and say that no portion of the Bid amount herein will be paid to any employees of the City of Miramar or its elected officials, 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.

DATED: 1/6/26 BY: \_\_\_\_\_

(Signature)

Gervaise Hylton  
(Print)

NAME:

TITLE: President

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF BROWARD )

SWORN TO AND SUBSCRIBED before me this 6th day of January, 2026, by Gervaise Hylton, who is personally known to me 7 or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
State of Florida at Large



JANICE TUCKER  
Commission #HH 450556  
Expires October 25, 2027

My commission expires: 10/25/27

END OF DOCUMENT

**PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Miramar  
by Gervaise Hilton  
for Kool Flow Inc

whose business address is 5945 SW 21<sup>st</sup> St Bldg. J  
West Park, FL 33023

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0195026

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Section 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 283.133(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 or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 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 a 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 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.

5. I understand that a "person" as defined in Section 287.133(1)(e), 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 bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DATED: 1/6/26  
[Signature]

BY: \_\_\_\_\_  
(Signature)

Gervaise Hylton  
(Print)

NAME: \_\_\_\_\_

TITLE: President

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of January, 2026, by Gervaise Hylton, who is personally known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
State of Florida at Large



JANICE TUCKER  
Commission #HH 450556  
Expires October 25, 2027

My commission expires: 10/25/27

END OF DOCUMENT

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

## TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: **CITY OF MIRAMAR, IFB 26-007 MIRAMAR TOWN CENTER DATA  
HVAC UNITS REPLACEMENT PROJECT**

Project Number: **IFB-No. 26-007**

Project Location: **City of Miramar Town Center  
2300 Civic Center Place  
Miramar, Florida 33025**

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Miramar, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650, Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information as indicated below. The costs for complying with the Trench Safety Act must be incorporated into this Project's base Bid as shown on page 1 of this document.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

### CERTIFICATION


1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard, Standard 29 C.F.R. s. 1926.650, Subpart P. I will comply with the Trench Safety Act, and I will design and provide safety systems at all trench excavations more than five feet in depth for this Project.

2. The estimated cost imposed by compliance with the Trench Safety Act will be:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)


3. The amount listed above has been included within the Base Bid as listed on this Proposal Form.

IFB 26-007 ANCHOR IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

Certified: Kool Flow Inc.  
(Company Contractor)  
By:   
(President/Principal's Signature)  
Gervaise Hylton,  
(President/Principal's Type or Print Name)

STATE OF FLORIDA )  
) ss:  
COUNTY OF BROWARD )

SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of January,  
2025, by Gervaise Hylton, who is personally known to me \_\_\_\_\_ or has  
produced \_\_\_\_\_ as identification.

  
Notary Public  
State of Florida at Large



JANICE TUCKER  
Commission #HH 450556  
Expires October 25, 2027

My commission expires: 10/25/27

END OF DOCUMENT

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA )

) ss:

COUNTY OF BROWARD )

Gervaise Hudson

being first duly sworn, deposes

and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of Kod Max, Inc the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid
- (3) Such Bid is genuine and is not a collusive or sham Bid
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed, sealed and delivered.  
In the presence of:

[Signature]

By: D Edwards

Witness

Dunishia Edwards

Witness

(Print Name)

(Title)

STATE OF FLORIDA )

) ss:

COUNTY OF BROWARD )

SWORN TO AND SUBSCRIBED before me this 6th day of January, 2026, by Genoise Hylton, who is personally known to me        or has produced        as identification.

[Signature]  
Notary Public  
State of Florida at Large



JANICE TUCKER  
Commission #HH 450556  
Expires October 25, 2027

My commission expires: 10/25/27

END OF DOCUMENT

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

**DRUG FREE WORKPLACE (Tie Bid Form)**  
**FLORIDA STATE STATUTE SECTION 287.087**

**Identical Tie Bids:** Preference shall be given to business with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality and services, and are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.





**BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: Kool Flow Inc.  
Address: 5945 SW 21<sup>st</sup> St Bldg J West Park, FL 33023  
Email Address: Service@KoolFlowair.com Phone No.: 954-962-8843  
Contact Person: Gervaise Hulton  
Type of Business (check the appropriate type):

- CONSTRUCTION / SITE ENGINEERING SERVICES** - Firms involved in the process of building, altering, repairing, improving, or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections, and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.

Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and is certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference: yes , no   
**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

Business is claiming the Miramar Local Business Preference: yes , no   
**Please attach a copy of a current Miramar Business Tax Receipt to this form.**

- Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- Business is located outside of the city and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

**END OF  
DOCUMENT**



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

July 1, 2025

ANNIVERSARY DATE: May 15<sup>th</sup>

Mr. Gervais Hylton  
Kool Flow, Inc  
5945 SW 21<sup>st</sup> Street, Building J  
West Park, Florida 33023

Dear Mr. Hylton:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To access and respond to Broward County's solicitations, you will need to be a registered vendor with Broward County. The current web-based procurement platform is **BPRO, powered by Bonfire**. All vendors must complete the vendor registration process in Broward County's **BPRO** system. It is free to do so. Information on how to register your company can be found on the Purchasing Division's webpage: [www.broward.org/Purchasing](http://www.broward.org/Purchasing). Alternatively, you may use your camera to scan the QR code in this letter.



To review current Broward County Government bid opportunities visit: [www.broward.org/Purchasing](http://www.broward.org/Purchasing) and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in **BPRO** to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Construction Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: [www.broward.org/EconDev](http://www.broward.org/EconDev) and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

**NAICS CODES: 238220**

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

CHERYL ROBERTS

Digitally signed by  
CHERYL ROBERTS  
Date: 2025.07.09  
09:41:05 -04'00'

Cheryl E. Roberts, Small Business Development Supervisor  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE**

# State of Florida

## Minority Business Certification

KOOLFLOW INC.

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

04/28/2025

to

04/28/2027



Pedro Allende

Florida Department of Management Services





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**HYLTON, GERVAISE W**

KOOLFLOW INC

5945 SW 21ST STREET BUILDING J

WEST PARK FL 33023

LICENSE NUMBER: CAC1816347

EXPIRATION DATE: AUGUST 31, 2026

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

ISSUED: 06/03/2024

Do not alter this document in any form.

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



**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 116 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829  
 VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: KOOL FLOW INC  
 Receipt #: 183-228626  
 Business Type: (AIR CONDITIONING CONTRACTOR)

Owner Name: GERVAISE W HYLTON (QUALIFIER)  
 Business Location: 5945 SW 21 ST  
 WEST PARK  
 Business Opened: 10/26/2009  
 State/Cert/Reg: CAC1816347  
 Exemption Code:

Rooms:                      Seats:                      Employees:                      Machines:                      Professionals:

Tax Amount	Number of Machines:				For Vending Business Only			Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost					
27.00	0.00	0.00	0.00	0.00	0.00				27.00	
Receipt Fee										27.00
Packing/Processing/Canning Employees										0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:  
 GERVAISE W HYLTON  
 5945 SW 21 ST  
 WEST PARK, FL 33023

Receipt #10A-24-00005916  
 Paid 07/17/2025 27.00

**2025 - 2026**

**SPRINGDALE INITIATIVE / CRAI BUSINESS TAX RECEIPT**





State of Florida  
Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Kool Flow, Inc.  
Vendor FEIN: 27-0195026  
Vendor's Authorized Representative Name and Title: Gervaise Hylton, President  
Address: 5945 SW 21<sup>st</sup> St Bldg J  
City: West Park State: FL Zip: 33023  
Phone Number: 954-962-8843  
Email Address: Service@KoolFlowair.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature: 

(Authorized Signature)

Print Name And Title: Gervaise Hylton Date: 1/6/26

## REFERENCE QUESTIONNAIRE

Name of Firm: Kool Flow Inc.  
 Agency Giving Reference: IGWT Construction Inc  
 Person Giving Reference: Robert Tyler  
 Telephone: 786-518-2394 E-mail: rtylere@igwtconstructioninc.us  
 Name of Project Completed by Firm: Lyric Point (Invoice 8811)  
 What was the Dollar value of the Project: \$191,040.00  
 What was the Completion Date of the Project: \_\_\_\_\_

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	X				
Did the Firm submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the Firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the Firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?		YES			
How would you rate the Firm's project management, including management of sub-Consultants/Contractors (if any)?	X				
Would you use the Firm again?	YES			NO	
Overall, what would you rate their performance?	X				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Additional Comments: WE HIGHLY RECOMMEND  
Kool Flow and we're using them on several  
projects (Public & Private Sector)

Signature: [Signature] Title: PROJECT MGT

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES BY USING THIS FORM  
 MAY DEEM YOUR BID/QUOTE "NON-RESPONSIVE"**

IFB 26-007 MIRAMAR TOWN CENTER DATA ROOM HVAC UNITS' REPLACEMENT

2

FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES  
MAY DEEM YOUR BID "NON-RESPONSIVE"

### REFERENCE QUESTIONNAIRE

(Any Alterations to this document WILL deem your bid Non-Responsive)

Reference for Contractor: Kool Flow, Inc.  
 Agency Giving Reference: GA Construction  
 Person Giving Reference: Joseph Cooper  
 Telephone: 772-626-9791  
 E-Mail: JSCOOPER@gaconstructiongroup.com  
 Name of Project Completed by Contractor: Existing Warehouse  
 What was the Dollar value of the Project: \$280,305.00  
 What was the Completion Date of the Project: 11/26/2025

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? _____	YES			NO	
How would you rate the firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?	Yes				
How would you rate the contractor's project management, including management of sub-contractors?					
Would you use the contractor again?	YES			NO	
Overall, what would you rate their performance?	I recommend Kool Flow for HVAC services.				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Joseph Cooper.  
 Sign Name: [Signature]  
 Sign Name: \_\_\_\_\_

Title: President  
 Date: 01/06/26

## REFERENCE QUESTIONNAIRE

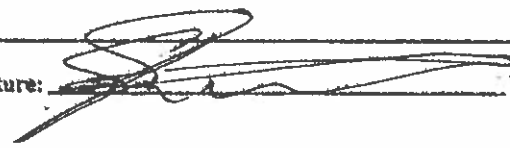
Name of Firm: KOOL Flow Inc.  
 Agency Giving Reference: Supreme Builders Group Inc.  
 Person Giving Reference: Shawn Spencer  
 Telephone: 954-200-0373 E-mail: 4supremebuilders@aol.net  
 Name of Project Completed by Firm: Existing Warehouse 5691 Plunkett St.  
 What was the Dollar value of the Project: 55,200.00  
 What was the Completion Date of the Project: 9/29/25

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the Firm complete the project on time, in accordance with specifications?	✓				
Did the Firm submit excessive change orders? If yes, how many?	YES			(NO)	
How would you rate the Firm's responsiveness on administrative and service issues?	Positive				
How would you rate the quality and experience of the Firm's project manager and on-site personnel?	Excellent				
Was this awarded under a competitive process?	NO				
How would you rate the Firm's project management, including management of sub-Consultants/Contractors (if any)?	Excellent				
Would you use the Firm again?	(YES)			NO	
Overall, what would you rate their performance?	Excellent				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_

Signature:  Title: President



**MIRAMAR TOWN CENTER DATA ROOM HVAC UNIT REPLACEMENTS  
IFB No. 26-007  
FINAL BID OPENING TABULATION: January 13, 2026, at 2:00 P.M.**

	<b>COMPANY NAME</b>	<b>BASE BID AMOUNT</b>	<b>PREFERENCE CBE/SBE/LOCAL</b>	<b>COMPETITIVE BID (AFTER APPLICATION OF 5% PREFERENCE POINTS)</b>
1.	Kool Flow, Inc	\$385,000.00	CBE	\$365,750.00
2.	Advance Roofing dba Advance Air	\$398,890.00	NO	\$398,890.00
3.	Blizzard Air Conditioning	\$444,750.00	NO	\$444,750.00
4.	Cool Water Air Conditioning	\$938,000.00	NO	\$938,000.00
5.	Artic Temp Inc	No Bid	N/A	N/A
6.	Jacaranda Air Construction	Non-Responsive	Non- Responsive	N/A

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- Bidders with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

*Jason Chong*

\_\_\_\_\_  
Jason Chong  
Opened by: