



LIC #: CAC1814948

REFRIGERATION · AIR CONDITIONING · ICE MACHINES

CHAPTER 1

LETTER OF INTENT

FORM 1 – BID SUBMITTAL SIGNATURE
PAGE



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REFRIGERATION · AIR CONDITIONING · ICE MACHINES

A. LETTER OF INTENT

ITB: 2017-013

Provide and Install AC Unit @ Police Department (914-50)

This letter should serve as our formal understanding of the services required to complete the entire scope of work as outlined on Pages 16 & 17 – Section 3 Scope of Work.

A site visit was completed and we confirm knowledge of the site and its requirements.

It is our intent to provide all specified manufacturer equipment, warranties, as well interfacing with existing control system. We also undertand that the sequence of installation will be on consecutive weekends. Our scope and price also includes working with Armer Protection (Ralph) to disconnect, reconnect, and test for proper shut down.

Bidders Primary Representative:

Frank O Monti Jr.
11955 NW 37 Street
Coral Springs, FL 33065
President
954-747-3690
fmonti@koldaire.net

Respectfully,

Frank O Monti Jr.

Frank O Monti Jr.
President

**Form 1
Bid Submittal Signature Page**

By signing this Bid, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Koldaire, Inc.

Street Address: 11955 NW 37 Street, Coral Springs FL 33065

Mailing Address (if different from Street Address): _____

Telephone Number(s): 954-747-3690

Fax Number(s): 954-747-3679

Email Address: fmonti@koldaire.net

Federal Identification Number: 59-2295754



Signature

3/15/17

Date

Frank O Monti Jr. President

Printed Name and Title

By signing this document, the Bidder agrees to all terms and conditions of the ITB and the resulting agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SUBMIT THIS FORM EXECUTED BY AN AUTHORIZED REPRESENTATIVE WHERE INDICATED SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS BID.



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CHAPTER 2

BIDDERS STATEMENT OF ORGANIZATION

11955 NW 37 Street · Coral Springs, FL · 33065
Tel: 954-747-3690 · Fax: 954-747-3679 · Email: fmonti@koldaire.net
www.koldaire.net



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B.STATEMENT OF ORGANIZATION

- i. Koldaire, Inc.
- ii. 11955 NW 37 Street
Coral Springs, FL 33065
- iii. Phone (954) 747-3690
- iv. Fax (954) 747-3679
- v. fmonti@koldaire.net
- vi. www.koldaire.net
- vii. Corporation
- viii. Monday – Friday 7:30am to 5:00pm
Emergency Service – 24 Hours – 7 Days a Week
- ix. 34 Years in Business
- x. Same as Above
- xi. Same as Above
- xii. Owners:
Frank O Monti – President 754-224-6746
Valarie L Monti – Vice President 754-204-2002
2064 SW 118 Avenue, Miramar FL 33025
- xiii. Broward County CBE
School Board of Broward County CBE
Broward College SBE
School Board of Broward County – WBE (In Progress)

11955 NW 37 Street · Coral Springs, FL · 33065
Tel: 954-747-3690 · Fax: 954-747-3679 · Email: fmonti@koldaire.net
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CHAPTER 3

FORM 2 – PUBLIC ENTITY CRIMES
FORM 3 – DRUG FREE WORKPLACE
FORM 4 – CONFLICT OF INTEREST

**Form 2
Public Entity Crimes**

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a Bid on a Bidder to provide any goods or services to a public entity; may not submit a Bid on a Bidder with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases or real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a Bidder with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Bidders list.

Acknowledged by:

Koldaire, Inc.

Firm Name (print)

Frank O Monti Jr

Signature

3/15/17

Date

Frank O Monti Jr. President

Printed Name and Title

**Form 3
Drug-Free Workplace**

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service 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.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes 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) This firm informs 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) This firm gives each employee engaged in providing the commodities or Bidderual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or Bidderual services that are under bid, the employee will abide by the terms of the statement and 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 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) This firm imposes a sanction on or requires 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) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Koldaire, Inc.

Firm Name (print)

Frank O Monti Jr

Signature

3/15/17

Date

Frank O Monti Jr. President

Printed Name and Title

**Form 4
Conflict of Interest Disclosure Form**

The award of this ITB is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITB.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

Koldaire, Inc.

Firm Name (print)

Frank O Monti Jr

Signature

3/15/17

Date

Frank O Monti Jr. President

Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

NA



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CHAPTER 4

FORM 5 – ACKNOWLEDGEMENT OF ADDENDA

11955 NW 37 Street · Coral Springs, FL · 33065
Tel: 954-747-3690 · Fax: 954-747-3679 · Email: fmonti@koldaire.net
www.koldaire.net

Form 5

Acknowledgment of Addenda

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this ITB. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF AGENT	TITLE OF AGENT	SIGNATURE OF AGENT
1	2/8/17	Frank Monti	President	<i>Frank O Monti Jr</i>
2	2/17/17	Frank Monti	President	<i>Frank O Monti Jr</i>
3	2/8/17	Frank Monti	President	<i>Frank O Monti Jr</i>
4	3/1/17	Frank Monti	President	<i>Frank O Monti Jr</i>

Koldaire, Inc.

Bidder (firm name)

Frank O Monti Jr

Signature

3/15/17

Date

Frank O Monti Jr. President

Printed Name and Title



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CHAPTER 5

FORM 6 – SCHEDULE OF PRICING

**Form 6
Schedule of Pricing
Bid 2017-013**

Provide and Install Air Conditioning Unit at Police Department

A. PRICE: Bidder must submit pricing per the requirements and specification detailed in this ITB. Pricing shall be all inclusive including freight for delivery of AC units to the work site.

<i>ITEM</i>	<i>QTY</i>	<i>UOM</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1	1	Ea	Unit 1 AC Unit Installed	\$79,652.00	\$ 79,652.00
2	1	Ea	Unit 2 AC Unit Installed	\$ 87,201.00	\$ 87,201.00
3				\$	\$
TOTAL BID PRICE					\$166,853.00

B. MANUFACTURER

	<i>MANUFACTURER</i>	<i>MODEL</i>
Unit 1	Carrier	50A3B040-QE62AEL
Unit 2	Carrier	50A3B050-SE63AEL

C. SUPPORTING DOCUMENTATION:

Submit the following supporting documentation with your Schedule of Pricing:

1. Submit a copy of all warranties and guarantees (both manufacturer and bidder) associated with the units submitted in the bid.

D. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

Yes No

C. BID INFORMATION WAS OBTAINED FROM:

BidSync Newspaper Ad City Hall City Website

Other (specify) _____

Warranty

Name: Koldaire, Inc.
Address: 11955 NW 37 Street
City: Coral Springs, FL 33065
Telephone: (954) 747-3690

Building Name: City of Delray Beach
Police Department
Building Address: 300 West Atlantic Avenue
Delray Beach, FL 33444
ITB: 2017-013

Building Owner: City of Delray Beach
Owner Address: 100 NW 1st Avenue
Delray Beach, FL 33444

Date of Substantial of Completion: **TBD**

Note: Completion date shall be the substantial completion date as defined in the A.I.A. General Conditions of the Contract for Construction or the Certificate of Occupancy Date, whichever is later.

Koldaire, Inc., warrants to the Owner that all materials and equipment furnished under the Contract with the City of Delray Beach, were new, unless otherwise specified and that all work is of good quality, free from faults and defects and is in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

If, within (1) one year(s) after the above listed completion date or within such longer period of time as may be prescribed by law, or by the terms of any special warranty required by the Contract Documents, any work furnished under the Contract is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly at no additional cost to the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

Should the Contractor fail to correct the condition within a reasonable time after receiving notice, the Owner may at their option, correct the condition and charge the subcontractor the costs of such corrective work.

In the witness whereof, Frank Monti has caused this instrument to be signed by it's duly authorized Officer this __ day of _____, 2017

Company: Koldaire Inc
By: *Frank Monti*
Printed Name: Frank Monti
Title: President

STATE OF: FLORIDA

COUNTY OF: BROWARD

Sworn to and subscribed before me on this _____ day of _____, 2017 by Frank O Monti, Jr., who is personally known to me.

Signature of Notary Public – State of Florida



Standard Product Warranty

COMMERCIAL EQUIPMENT

GENERAL LIMITED WARRANTY STATEMENT

Carrier Corporation (hereinafter "Company") warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. All warranty periods begin on the date of initial operation or 6 months from the date of shipment, whichever is earlier. If a part fails due to defect during the applicable warranty period Company will provide a new or remanufactured part, at Company's option, to replace the failed defective part at no charge for the part. Alternatively, and at its option, the Company will allow a credit in the amount of the then factory selling price for a new equivalent part toward the retail purchase price of a new Company product. Except as otherwise stated herein, those are Company's exclusive obligations under this warranty for a product failure. This limited warranty is subject to all provisions, conditions, limitations and exclusions listed below and on the reverse (if any) of this document.

PERIODS AND SCOPE OF COVERAGE

ONE YEAR LIMITED WARRANTY — Company provides a One Year Limited Warranty on all parts and components integral to the Carrier product identified above.

THREE YEAR LIMITED WARRANTY ON MICROCHANNEL CONDENSER COIL ONLY — Where an all aluminum air-cooled condenser coil manufactured with the microchannel technology is supplied by Carrier as an integral part of the product identified above, Company provides a Three Year Limited Warranty on the microchannel condenser coil.

GENERAL CONDITIONS

1. This warranty is to the original purchasing end user and is not assignable.
2. Installation, use, care and maintenance must be normal and in accordance with instructions contained in the Installation Instructions, Owner's Manual and Company's service information.
3. Carrier reserves the right to require the return, transportation charges prepaid by customer, of any and all parts or components claimed to be defective.

LIMITATIONS OF WARRANTIES: ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHATSOEVER.

CARRIER CORPORATION • Syracuse, New York 13221

Form No. U.E.D. 1855 (Rev 5/09)

Catalog No. 590-033



THIS WARRANTY DOES NOT COVER:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.
2. Any product purchased over the Internet.
3. Normal maintenance as outlined in the installation and servicing instructions or Owner's Manual, including filter cleaning and/or replacement and lubrication.
4. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
5. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
6. Failure or damage due to floods, winds, fires, lightning, accidents, corrosive environments (rust, etc) or other conditions beyond the control of Company.
7. Damage due to freezing of water, inadequate or interrupted water supply, use of corrosive water or rearrangement of plumbing system.
8. Parts not supplied or designated by Company, or damages resulting from their use.
9. Products installed outside the U.S.A. or its territories and Canada.
10. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
11. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
12. **ANY SPECIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER.**

Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

Name of Owner _____ Unit Model _____ Date of Installation _____

Address of Installation _____

Unit Serial No. _____ Installed by _____