

## SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the City of Pompano Beach, Florida ("City") and Miller Electric Company, a Florida corporation ("Contractor").

**WHEREAS**, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

**WHEREAS**, the City Code Section 32.39 Competitive Bidding states that before the General Services Director (also known as Purchasing Director) makes any purchase of, or contract for, supplies, materials, capital items, or insurance services in an amount less than seventy-five thousand dollars (\$75,000.00), the General Services Director or designee shall obtain a quote from at least one responsible source of supply. In addition to the purchases described herewith, the General Services Director or designee shall have the authority to approve all other purchases in an amount less than two hundred thousand dollars (\$200,000.00), with the concurrence of the City Manager.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Solicitation and Contractor's Response set forth in Exhibit "A" (the "Work") and the Insurance Requirements set forth in Exhibit "B," both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The City, on behalf of their Utilities department desires to contract with Contractor to provide as-needed repair and maintenance of electrical switchgears upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope of Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A" and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

4. *Term of Contract.* This Contract shall be for a term of three (3) years or less, beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, shall have the

option to renew this Agreement for an additional two (2) one-year terms with Commission approval.

A. **Uninterrupted Services.** Notwithstanding anything to the contrary herein, and in order to prevent any interruption in the provision of services hereunder, the Term of this Agreement may be extended by mutual agreement for a period of up to six (6) months beyond the original expiration date. Such extension shall be effectuated by providing written notice of intent to extend to the other party no less than thirty (30) days prior to the expiration of the then-current Term. During the extension period, all rights, obligations, covenants, and conditions set forth in this Agreement shall remain in full force and effect, and shall be binding upon and enforceable against the parties hereto, unless otherwise mutually agreed in a written amendment executed by authorized representatives of both parties.

6. ***Maximum Obligation.*** City agrees to pay Contractor for performing the Work and providing the required insurance.

7. ***Price Formula, Payment and Invoices.***

A. **Price Formula.** City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

a. Compensation under this agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per fiscal year for maintenance services as described in Exhibit A.

b. In the event of equipment damage that poses a risk to life safety or the quality of the City's drinking water, emergency maintenance work shall be permitted only to the extent necessary to mitigate the immediate risk and subject to the overall contract amount.

c. Under no circumstances shall the total compensation under this contract, including annual maintenance and emergency services, exceed Four Hundred Fifty Thousand Dollars (\$450,000.00) over the term of this agreement.

d. The City shall pay the Contractor no more than the unit prices set forth in the Contractor's response to the City's Request for Proposal (RFP) and in accordance with all applicable provisions of the Contract Documents. In the event of any discrepancy between the Agreement and the unit prices submitted in the RFP response, the unit prices in the RFP response shall govern, unless otherwise agreed to in writing by both parties.

B. **Payment.** All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida

Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. *Invoices.* Contractor shall submit invoices to City on a monthly basis.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Phil Hyer, Utilities Treatment Plant Superintendent. The Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

**If to Contractor:** Jeff Randle, Regional Director  
354 SW 12<sup>th</sup> Ave  
Deerfield Beach, FL 33442  
Office: 754-253-7207  
Email: [jrandle@mecojax.com](mailto:jrandle@mecojax.com)

**If to City:** Phil Hyer, Utilities Treatment Plant Superintendent  
100 West Atlantic Boulevard

Pompano Beach, FL 33060  
Office: 954-545-7030  
Email: Phil.Hyer@copbfl.com

**With a copy to:** Aymara Schmidt, Contract Manager  
100 West Atlantic Boulevard  
Pompano Beach, FL 33060  
Phone: 954-786-5574  
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to Contractor.

B. *Termination for Convenience.* City retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to Contractor in accordance with Article 9 herein. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities. City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via registered or certified mail or other trackable delivery service.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, defend, save and hold harmless the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from Contractor’s performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor’s indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules,

regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, 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.

3. 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**  
**100 W. Atlantic Blvd., Suite 253**  
**Pompano Beach, Florida 33060**  
**(954) 786-4611**  
**RecordsCustodian@copbfl.com**

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES

EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently

listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List,

nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH “CITY”**

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KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

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MARK E. BERMAN, CITY ATTORNEY

**“CONTRACTOR”**

Miller Electric Company

Witnesses:

Nancy Bullard

Nancy Bullard

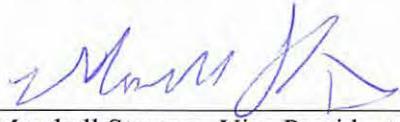
(Print or Type Name)

Mallory Ramirez

Mallory Ramirez

(Print or Type Name)

By:



Marshall Stowers, Vice President

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 7 day of July, 2025, by Marshall Stowers as Vice President of Miller Electric Company, a Florida corporation on behalf of the corporation who is personally known to me or who has produced as identification.

NOTARY'S SEAL:



Faith Powell

NOTARY PUBLIC, STATE OF FLORIDA

Faith Powell

(Name of Acknowledger Typed, Printed or Stamped)

HH 610058

Commission Number

# **EXHIBIT – "A"**

## **CONTENT:**

1. Supplier Response for RFP25-010
2. Ranking Analysis
3. Contractor's Proposal
4. Local Business Participation Form
5. Local Business Letter of Intent to Perform as a Subcontractor
6. RFP25-010 As-Needed Repair and Maintenance of Electrical Switchgears
7. Online Q&A



**RFP25-010**  
**Miller Electric Company**  
**Miller Electric Company**  
**Supplier Response**

### **Event Information**

Number: RFP25-010  
Title: As-Needed Repair and Maintenance of Electrical Switchgears  
Type: Request for Proposals  
Issue Date: 12/30/2024  
Deadline: 2/4/2025 02:00 PM (ET)  
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for As-Needed Repair and Maintenance of Electrical Switchgears.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 — Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

## Contact Information

Contact: Jeff English Purchasing Agent

Address: Accounts Payable

1190 NE 3 Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: [jeffrey.english@copbfl.com](mailto:jeffrey.english@copbfl.com)

## Miller Electric Company Information

Contact: Joshua Johnson  
 Address: 354 SW 12th Ave  
 Deerfield Beach, FL 33442  
 Phone: (754) 253-7207  
 Email: johnsonj@mecojax.com  
 Web Address: www.MECOJAX.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Joshua Johnson

Signature

johnsonj@mecojax.com

Email

Submitted at 2/4/2025 09:50:27 AM (ET)

## Requested Attachments

### Proposal

RFP25-010 Completed Bid  
Package Updated.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

### Local Business Program Forms

SBE Form.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

### Tier 1/ Tier 2 Local Business Form

Local Business Form RFP25-010  
Completed Bid Package  
Updated.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

## Bid Attributes

### 1 LOT I – COST OF LABOR

Item A - During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays (Cost per Day\*)

-

\*Cost per day includes travel, lodging, meals, and expenses.

\$1,000.00 per day for one tech

### 2 LOT I – COST OF LABOR

Item B - After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays (Cost per Hour)

\$163.00 per hour for one tech

3	<b>LOT I – COST OF LABOR</b> Item C - Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour) \$185.00 per hour for one tech
4	<b>LOT I – COST OF LABOR</b> Item D - Holidays, Regardless of Time (Cost per Hour) \$205.00 per hour for one tech
5	<b>LOT I – COST OF LABOR</b> Item E - Emergency Service (Cost per Hour w/3-Hour Minimum) \$125.00 per hour for one tech
6	<b>LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS</b> Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work** - **Contractor must provide an invoice for all parts greater than \$1,000.00. 10%
7	<b>LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL</b> Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work 10%
8	<b>Terms &amp; Conditions</b> Check the box indicating you agree to the terms and conditions of this solicitation. <input checked="" type="checkbox"/> Agree
9	<b>Acknowledgement of Addenda</b> Check this box to acknowledge that you have reviewed all addenda issued for this solicitation. <input checked="" type="checkbox"/> Yes
10	<b>Local Business Participation Percentage</b> If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses. 0%
11	<b>Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)</b> Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. <input checked="" type="checkbox"/> Certified

1  
2**Extension of prices, terms and conditions to other governmental entities**

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

 Yes
1  
3**Drug-Free Workplace**

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

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. In order 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 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 an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

 Yes



## Procurement and Contracts Department

Mary Rivero, Director

[mary.rivero@copbfl.com](mailto:mary.rivero@copbfl.com)

Florida's Warmest Welcome

RFP #:

RFP25-010

Tentative City Commission

Meeting Date\*:

TBD

RFP Title: As-Needed Repair and Maintenance of Electrical

# Notified: 631 # Downloaded: 25

Switchgears

# of Responses Rec'd: 10 # of "No Bids": 3

For: Utilities Department

RFP Opening Date: 02/04/2025

(Department)

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(\*) The Cone of Silence, as stated in the RFP, is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

### RECOMMENDATION TABULATION

The City received ten (10) proposals for RFP25-010, As-Needed Repair and Maintenance of Electrical Switchgears.

Proposer	Score	Ranking
<b>Miller Electric Co.</b>	76.71	Highest Ranked
<b>Electric Power Switchgear, Inc.</b>	73.48	2nd Highest Ranked
<b>MP Predictive Technologies Inc.</b>	67.05	3rd Highest Ranked
<b>Mills Electric Service, Inc</b>	66.79	4th Highest Ranked
<b>360 Electrical &amp; Engineering S</b>	62.10	5th Highest Ranked
<b>Wesworth Electric</b>	61.75	6th Highest Ranked
<b>Integrated Power Services (IPS)</b>	61.66	7th Highest Ranked
<b>TRC Engineers Inc</b>	56.03	8th Highest Ranked
<b>D&amp;D Industrial Solutions</b>	51.03	9th Highest Ranked
<b>Anchor Mechanical, Inc.</b>	44.21	10th Highest Ranked

Under Section 7 of the RFP, the City may award to "one or more" ranked responsive and responsible Proposer(s). The Evaluation Committee recommended proceeding to negotiation and contract execution with the three highest-ranked firms. All proposers met all the criteria outlined in the bidding documents and were declared responsive and responsible.

The review of all proposals received confirmed that Miller Electric Co., Electric Power Switchgear, and MP Predictive Technologies proposals meet all the requirements outlined in the RFP and are the three highest-ranked proposers; therefore, they are each recommended for an award.

By:

Jeffrey English

(Purchasing Agent)

Date:

06/26/2025

## Supplier Scoring Summary

## RFP25-010 - As-Needed Repair and Maintenance of Electrical Switchgear

Supplier	Rank	Score	RFP25-010 As-Needed, Proposer's Qualification, Cost Proposal, Local Business Program		
			60.00	35.00	5.00
Miller Electric Company*	1	76.71	51.25	22.96	2.50
Electric Power Switchgear, Inc*	2	73.48	57.50	15.98	0.00
MP Predictive Technologies Inc.*	3	67.05	58.50	8.55	0.00
Mills Electric Service, Inc	4	66.79	50.25	14.04	2.50
360 Electrical & Engineering S	5	62.10	53.75	8.35	0.00
Wesworth Electric	6	61.75	21.75	35.00	5.00
Integrated Power Services (IPS)	7	61.66	56.75	4.91	0.00
TRC Engineers Inc	8	56.03	43.25	12.78	0.00
D&D Industrial Solutions	9	51.03	32.75	18.28	0.00
Anchor Mechanical, Inc.	10	44.21	31.75	12.46	0.00
		62.08	45.75	15.33	1.00

\*

The Evaluation Committee passed a motion to award a pool of vendor of the 3 highest ranked firms

rs - Scoring Round



**Florida's Warmest Welcome**

**REQUEST FOR PROPOSALS (RFP)**

**RFP25-010**

**As-Needed Repair and Maintenance of Electrical Switchgears**

**Miller Electric Company**

**Address: 354 SW 12th Ave  
Deerfield Beach, FL 33442**

**Phone: (954) 761-2110**

**Submitted by: Joshua Johnson**

**Date: February 4, 2025**





## Table of Content

- Letter of Interest
- Understanding of the Project
- Org Chart for Project Team
- Statement of Skills
- Environmental/OSHA Compliance
- Copy of License or Certificates
- Conflicts of interest
- Unique Capabilities
- Litigation
- References
- Office Locations
- Cost Proposal
- City Forms
- Insurance COI



**Letter of Interest**

**City of Pompano Beach  
 Purchasing Department  
 1190 NE 3 Avenue, Building C  
 Pompano Beach, FL 33060**

Dear City of Pompano beach,

We are writing to express our interest in providing the services outlined in your project proposal. Miller Electric Company is enthusiastic about the opportunity to collaborate and leverage our expertise in this endeavor. We have thoroughly reviewed the project requirements and are fully committed to delivering solutions that meet and exceed your expectations.

Miller Electric has built a reputation for delivering high-quality electrical solutions that emphasize safety, efficiency, and reliability. Our extensive experience in electrical infrared scanning ensures that we can effectively identify potential issues before they become costly problems, enhancing the safety and reliability of your electrical systems. Our services in switchgear breaker testing and medium voltage equipment extend this proactive approach, ensuring that all components function optimally and meet the highest industry standards.

We have a team of dedicated professionals who are highly trained and equipped with the latest technology to provide comprehensive testing and maintenance services. Our commitment is to not only meet but exceed your expectations through innovative solutions and exceptional service delivery

Primary Firm: Miller Electric Company  
 Federal Tax Identification Number: 59-0361850

Company Address:  
 354 SW 12th Ave, Deerfield Beach, FL 33442

Contact Person:  
 Name: Joshua Johnson  
 Cell: 754-253-7207  
 Title: Director  
 Email: [JohnsonJ@mecojax.com](mailto:JohnsonJ@mecojax.com)



**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

354 SW 12th Avenue  
 Deerfield, FL 33442  
 TOLL FREE: 800.554.4761  
 FAX: 904.389.8653  
[www.mecojax.com](http://www.mecojax.com)

Subcontracted Firm: Industrial Electric Testing, inc.  
 Broward County CBE recognized firm

Federal Tax Identification Number: 59-2853203

Company Address:  
 201 NW 1st Ave, Hallandale Beach, FL 33009

Contact Person:  
 Name: Gary Benzenberg, P.E.  
 Phone: 904-260-8378  
 Title: VP  
 Email: [Gbenzenberg@bellsouth.net](mailto:Gbenzenberg@bellsouth.net)

Miller Electric Company prides itself on a track record of delivering high-quality, innovative solutions within stipulated timelines and budgets. Our team of dedicated professionals is well-equipped and entirely committed to contributing positively to your project. We ensure our methodologies align with your vision and project goals while emphasizing efficiency, transparency, and superior service delivery.

We look forward with great anticipation to the possibility of working together on this project. Please feel free to reach out to me if you require any more information or clarification regarding our submission.

Thank you for considering Miller Electric Company for this opportunity. We eagerly await the potential of joining your esteemed project.

Sincerely,  
 MILLER ELECTRIC COMPANY  
**Joshua Johnson**  
 Director  
 Cell : 754-253-7207  
[JohnsonJ@mecojax.com](mailto:JohnsonJ@mecojax.com)



## Understanding the Project/Scope

**City of Pompano Beach  
 Purchasing Department  
 1190 NE 3 Avenue, Building C  
 Pompano Beach, FL 33060**

Miller Electric Company understands the critical importance of ensuring uninterrupted power supply and the need to mitigate any risk of uncontrolled shutdowns, which could have significant financial and operational implications for the City and its residents. The project requires a proactive approach to address potential failures in the electrical infrastructure, particularly focusing on infrared scanning and comprehensive 5KV switchgear testing and maintenance.

### Understanding Project Needs:

**Infrared Scanning:** This non-invasive diagnostic technique is essential for early detection of anomalies in electrical systems, such as hotspots, which could lead to failures. By identifying and addressing these issues before they escalate, we can effectively reduce the risk of unscheduled outages.

**5KV Switchgear Testing & Maintenance:** Regular testing and maintenance of switchgear components are vital to ensure their optimal performance and longevity. This process helps in identifying potential weaknesses in the system, allowing for timely intervention and repair.

### Application to Benefit the City and Community:

**Reliability and Safety:** With our expertise, Miller Electric plans to implement a thorough infrared scanning and switchgear testing regimen. This will enhance the reliability of the City's power infrastructure, ensuring that services remain operational without interruptions.

**Cost Efficiency:** By preventing uncontrolled shutdowns and minimizing unexpected repairs, the City can reduce costs associated with emergency response and system recovery. This proactive maintenance strategy not only saves money but also maximizes the lifecycle of existing infrastructure.

**Community Impact:** Ensuring continuous power supply minimizes disruptions in essential services, such as water treatment, emergency services, and public transportation. This is crucial



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Deerfield, FL 33442  
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[www.mecojax.com](http://www.mecojax.com)

for maintaining public safety and quality of life. Moreover, reducing power outages lowers the risk of potentially life-threatening situations for vulnerable populations, like seniors and those requiring medical support.

**Sustainability and Future-readiness:** Beyond immediate needs, our approach will position the City to handle future demands on its power systems as the community and its needs grow. The resulting infrastructure will be resilient, sustainable, and capable of supporting new technologies and expansions.

Miller Electric is committed to leveraging its technical expertise and advanced methodologies to deliver results that align with the City's strategic goals. Our team of experienced professionals will work closely with City officials to tailor our services, ensuring that the project outcomes are efficient, cost-effective, and beneficial for all stakeholders involved, ultimately securing a reliable energy future for the City and its residents.

Sincerely,  
MILLER ELECTRIC COMPANY  
**Joshua Johnson**  
Cell : 754-253-7207  
[JohnsonJ@mecojax.com](mailto:JohnsonJ@mecojax.com)



**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

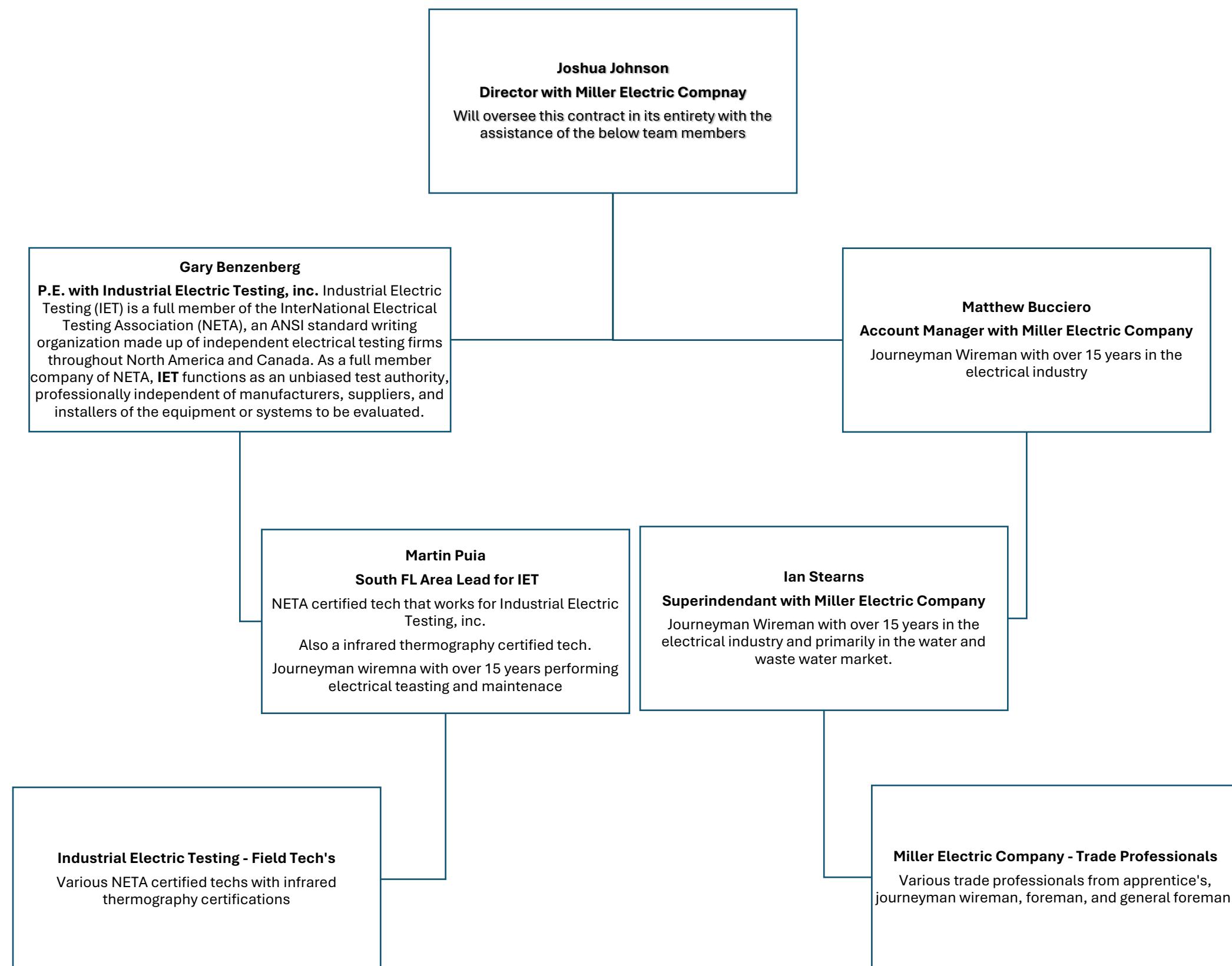
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## ORG Chart

**SEE NEXT PAGE**



## As-Needed Repair and Maintenance of Electrical Switchgears





## Statement of Skills

### Joshua Johnson

- Director of Miller Electric Company Deerfield Beach, FL branch.
- Over 20 years in the electrical industry in South FL
- Oversaw and performed switchgear testing and maintenance at the below sites
  - Broward County 1A WTP - 120V thru 5KV equipment
  - Broward County 2A WTP - 120V thru 5KV equipment
  - Broward County District 4 WTP - 120V thru 5KV equipment
  - Broward County various pump stations and HSP stations - 120V thru 480V equipment
- Oversaw medium voltage switchgear replacement at various water treatment plants
- Oversaw medium voltage switchgear installations at various water treatment plants

### Matthew Bucciero

- Account Manager for Miller Electric Company
- Over 15 years in the electrical industry
- Managed 5KV soft starters replacement for the city of Hollywood, FL
- Manages the Broward County Electrical Maintenance contract that keeps about 6 crews full time on Broward County's sites.
- Managed 2000 amp and 4000 amp quick connect installations at various sites for various customers

### Ian Stearns

- Superintendent of Miller Electric Company Deerfield Beach, FL branch.
- Over 15 years in the electrical industry
- Managed 5KV switchgear installation and installed two new 5KV services at active water treatment plant. Cut over all equipment and all loads from existing 5KV SWGR to new 5KV SWGR. Demoed out existing 5KV SWGR
- Managed a modernization of two 5KV 2,000KW generators and upgraded all the paralleling controls and PLC scheme to control generator mains and normal mains.



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[www.mecojax.com](http://www.mecojax.com)

### **Statement of Skills**

#### **Gary Benzenberg**

- VP of Industrial Electric Testing, Inc.
- Over 30 years in the electrical industry and specifically in the breaker and switchgear acceptance and/or maintenance testing.
- Professional Engineer

#### **Martin Puia**

- Area Manager for Industrial Electric Testing, Inc.
- Over 25 years in the electrical industry and over 10 years in the breaker and switchgear acceptance and/or maintenance testing.



## ABOUT ME:

Josh entered the electrical trade during the summer and worked as a helper, a warehouse person and making delivery to job sites. He got into the JATC apprenticeship in 2004 and topped out in 2009 as top apprentice. Josh started running projects and a service truck as a third year apprentice and when he topped out in 2009 he was running ten different school communication tower projects. Josh started estimating and managing larger projects for various customers and various project scopes from 2013 going forward. He got his EC license in 2011 and became a second qualifier. His niche work has been high risk projects replacing or modifying electrical infrastructure in active Hospitals, airports, water treatment plants, AT&T CO's, and high profile clients in South FL. He currently sits on the Deerfield Beach Economic Development Board.

## EDUCATION AND CERTIFICATION:

JATC 5 year Apprenticeship Program,  
FAU Construction Management Program  
State EC license EC#13004860  
Broward College Estimating and Construction management courses  
NECA courses on estimating and construction management

# Joshua Johnson

## Regional Director

### WORK HISTORY

#### **City of Deerfield Beach •**

Replace boardwalk lighting from Deerfield beach pier going 1 mile south. Bore in new conduits along beachside and install new wiring for all new boardwalk lighting. Upgrade electrical services along beach for new infrastructure needed

#### **City of Deerfield Beach •**

Replaced damaged conduits on fishing pier and refeed electrical panels at the end of pier

#### **Broward County •**

Install 600 amp and 800 amp services for new EV infrastructure at various Broward County sites. Installed New EV panels and all conduit and wire for new EV charger stations at about 42 Broward County sites. We are installing about 200 chargers.

#### **ADT •**

Emergency replacement of 5KV pad mount switch. Demo damaged switch and replace with new.

#### **Kaplan Building •**

Retrofit existing lighting controller panels with new. Demo existing panels and replace with new. Commission and test operation of all lighting controls via new controllers on 5 different floors.

#### **Sugar Mill •**

Performed outage work at Sugar Mill replacing conduit and wire for new or replaced equipment. Cleaned all SWGR during outage. Relocate various VFD's and extend conduit and wire as needed to accommodate relocated VFD's

#### **Publix Distribution Warehouse, Deerfield Beach, FL •**

Install three 13.2KV generators paralleling SWGR and ATS's to re feed the existing active facility. Install new 13.2 KV utility feeders to new Services and ATS's.

#### **Broward County WWS - District 4 •**

4160V Generator Replacement and 4160V generator control modifications. Demoed one existing 4160V generator and installed one new 4160V generator with feeders and controls. Modify existing generator paralleling controls with new PLC system and controllers.

#### **City of Hollywood WWS - 4160V Soft Start •**

Replacements, feeder replacement to motors, and controls. Demo existing 4160V soft starters and install new 4160V starters with new 4160V feeders to existing pumps.

 www.mecojax.com

 904.917.4077



MBucciero@mecojax.com



## ABOUT ME:

Mr. Bucciero has served in the electrical field for the past 15 years. He has experience working in and managing different types of project for various types of customers and industries. Matt has successfully serviced the below list of end users as their dedicated account manager. Matthew has served the electrical industry as a technician, a Foreman, and his current role as a Assistant Project Manager.

### Accounts Managed

Broward County Aviation  
Broward County Fleet  
Broward County Park & Recs  
Port Everglades  
FLL Airport  
Florida Crystals Corporation  
NCCI

### EDUCATION AND CERTIFICATION:

IBEW - NJATC 5 Year Apprenticeship  
Exothermic Welding  
OSHA 30

# Matt Bucciero

## APM & Account Manager

### WORK HISTORY

City of Hollywood - 4160 volt soft starter replacements and 4160 volt cable replacements

NCCI Boca Raton - Interior renovation of office building  
NCCI Boca Raton - Security hardening project add cameras and LV wiring through building

City of Deerfield Beach - Upgrade electrical service and add outlets along the beach. Bored over 5 miles of conduit

FLL Airport - Installed new generator control system at terminals 2, 3, and 4 to existing generator system

FLL Airport - Data and CCTV upgrade to security building

FLL Airport - Admin area interior renovation in T4

Broward County - ATS Replacements at various

Broward County facilities, FLL and Port Everglades

Broward WTP - 4160 volt transformer and bus duct install and replacements

Port Everglades - new 480V power distribution for new passenger bridges at T18

Broward OES - New 2000 amp generator quick connect and MTS



## ABOUT ME:

Mr. Stearns has served in the electrical field for the past 15 years. He has experience working in and managing different areas of the trade; such as local Port's, fuel farms, milk plants, new commercial construction, new generator and SWGR installations at AT&T buildings, and various health care facilities. Ian has served the electrical industry as a technician, a Foreman, and his current role as a Superintendent.

## EDUCATION AND CERTIFICATION:

IBEW - NJATC 5 Year Apprenticeship  
Exothermic Welding  
OSHA 30

# Ian Stearns

## Superintendent

### WORK HISTORY

**AT&T Gardenia** - Complete building VESDA fire alarm early detection system replacement.

**Five Ash WTP** - Replace 4160v transformers and associated primary and secondary feeders

**City of Miramar** - Central water plant modernization from a lime to reverse osmosis

**AT&T Annex** - Installed new house service panel with new feeds from FPL and reefed all existing loads within building. Rework existing emergency feed from old HSP to new HSP as well

**2A Water Treatment Plant** - Install new 5KV service and new 5KV emergency SWGR with paralleling controls. Reefed all existing WTP loads from new service equipment

**Verizon** - 1000 KW generator replacement and switchgear modernization



# ABOUT MILLER

The convergence of information, energy, and facilities is creating a new set of opportunities for our clients. At Miller Electric Company, we have upgraded our capabilities to not only be your facility partner, but also your business partner – not only helping you manage your electrical and technology infrastructure, but also helping you leverage the increased connectedness to drive performance.

In today's rapidly changing environment, we remain grounded in our core values and committed to our mission. Whether you are embarking on a new construction project, upgrading an existing facility, or developing a proactive monitoring and maintenance program, we are committed to bringing you quality and innovation at every turn. We are in the business of powering the possibilities of a more connected future. Let us bring those possibilities to you.



**MILLER ELECTRIC COMPANY**  
Powering the Possibilities

**3,200+**  
EMPLOYEES

**96 YEARS**  
IN BUSINESS

**19**  
LOCATIONS

**.51**  
EMR

## SOLUTIONS



ELECTRICAL  
CONTRACTING



SYSTEMS  
INTEGRATION



ENERGY &  
SUSTAINABILITY



BUSINESS  
CONTINUITY



BUILDING  
INTELLIGENCE



PRE-  
CONSTRUCTION

## CORE VALUES

- Trust
- Collaboration
- Safety
- Quality
- Stewardship
- Community

# ELECTRICAL CONTRACTING



We know that your electrical system is at the heart of your infrastructure. We will ensure all of your systems are running at top performance and efficiency, and that they stay up and running even when faced with disasters and other unplanned outages. It's no exaggeration to say that your electrical system should be one of the first things you think about before you consider building a facility or updating an existing one.

- **Construction and Renovations**
- **24/7 Emergency Service**
- **Preventative Maintenance and Testing**
- **On-Site Maintenance**
- **NFPA 70E Compliance**

# BUSINESS CONTINUITY



Both natural and man-made disasters are unavoidable. From hurricanes, floods, and tornadoes, to infrastructure failure, hazardous material spills, or bio-terrorism; critical infrastructure managers are responsible for minimizing downtime through preparation to ensure business continuity in the event of a disaster. That means they must stop thinking about disasters in terms of what might happen, and start thinking about them in terms of how they will respond when a disaster inevitably happens.

At Miller, we believe that critical infrastructure managers should have the confidence that they are prepared for a disaster. This mentality has helped us build robust disaster recovery solutions for our customers in the data center and critical power market over the last four decades.

- **Emergency Power Systems**
- **Power Restoration**
- **Communication Systems Restoration**
- **Contingency Planning**
- **Disaster Recovery**

# SERVICE & MAINTENANCE



Miller Electric knows that your electrical system is at the heart of your infrastructure. We will ensure all of your systems are running at top performance and efficiency, and that they stay up and running even when faced with disasters and other unplanned outages. It's no exaggeration to say that your electrical system should be one of the first things you think about before you consider building a facility or updating an existing one. We will work with you to ensure you can achieve the goals of high performance and high efficiency that you want for your critical infrastructure.

## WHAT WE OFFER

- 24/7 on-call service response
- Maintenance
- Quality service technicians
- Value engineering capabilities
- Parking lot lighting
- Unmatched experience

## EMERGENCY SERVICES

- UPS maintenance/repair
- Generator maintenance/repair
- Infrared testing
- Commercial
- Industrial
- Institutional/Educational

## CONTINGENCY PLAN

- Disaster Recovery Planning & Coordination
- Generator Availability
- Heavy Equipment Availability
- Fueling Availability
- Scheduling / Planning
- Man Power

## GENERAL SERVICES

- Electrical Estimating
- Electrical Renovation
- Multi-regional
- Energy Audits
- Maintenance Capabilities
- Lighting Retrofits

## UPS/GENERATORS

- Design Build Capabilities
- Construction & Installation
- UPS Full Service
- Generator Service Contracts
- UPS Battery Maintenance
- VRLA / Flooded
- ATS Maintenance
- Infrared Testing
- Breaker Testing
- Fueling Polishing
- Switchgear Testing



# SAFETY



Miller has a long track record of investing in the safety of our employees and our clients. Our Safety Department has 41 full-time employees dedicated to ensuring that "at the end of the day everyone goes home". The Safety

Department employees are professionals and are recognized for their training and skills. The following table shows the safety-related certifications possessed by our 41 safety personnel.

CERTIFICATION		NUMBER OF MILLER PERSONNEL
<b>CESCP</b>	Certified Electrical Safety Compliance Professional	2
<b>CHST</b>	Construction Health and Safety Technician	7
<b>STSC</b>	Safety Trained Supervisor Construction	24
<b>SHEP</b>	Safety, Health, and Environmental Professional	1
<b>CHSO</b>	Certified Safety & Health Professional	2
<b>GSP</b>	Graduate Safety Practitioner	6
<b>OSHA 500</b>	Trainer Course in OSHA for Construction	37
<b>OSHA 30</b>	OSHA 30-Hour Training for Construction	1000+
<b>OSHA 10</b>	OSHA 10-Hour Training for Construction	2000+



# ENGINEERING & VIRTUAL DESIGN CONSTRUCTION



## ENGINEERING

Not only will our experienced engineers bring innovation, sustainability and practical implementation methods on electrical projects, they also offer comprehensive solutions to technical challenges faced in any project scenario.

Our engineers are focused on providing value for our clients on turnkey, electrical projects including electric vehicle charging projects and arc flash studies.

## DESIGN-ASSIST

The key to a successful project is collaboration; early and often. Our teams have design-assist experience that can help increase efficiency, provide more accurate pricing, faster construction and better communication.

Working together with the owners, designers, general contractors, trade partners, vendors and commissioning authorities ensures the electrical systems are designed with the end-result in mind and clearly communicated to all parties.

## DESIGN-BUILD

Our teams have participated in design-build projects all over the nation for a diverse range of clients in multiple markets and industries. Our commitment to innovation, safety and constructability has allowed us the opportunity to serve our clients on some of the most complex projects in the industry.

Working together ensures the success of any design-build project and our team is committed to collaborative problem-solving and innovation that work to increase construction efficiency while also reducing cost.

## VIRTUAL DESIGN & CONSTRUCTION

Using 3D BIM models and other information to digitally play out all aspects of a construction project decreases the risk of human error that is inherent in construction workflows. We utilize VDC Technology to build a project virtually then track construction progress, optimize processes, minimize waste, and validate installations.

VDC technology allows our team to analyze construction plans before breaking ground which saves money, increases collaboration, and improves quality and safety on our client's construction projects.

# NFPA 70B



## STANDARD FOR ELECTRICAL EQUIPMENT MAINTENANCE

### THE WHAT

The 2023 edition of NFPA 70B marks a major shift in how we approach electrical maintenance. Upgraded from a "Recommended Practice" to a mandatory "Standard," NFPA 70B is now a critical guideline for ensuring the safety and reliability of your electrical systems. NFPA 70B provides detailed instructions on inspection methods and recommended equipment, helping you prevent electrical failures and accidents.

NFPA 70B became effective on January 16, 2023, and is now enforceable by any authority having jurisdiction (AHJ). This

includes any organization, office, or individual tasked with upholding standards.

Not only did we see language inside the standard shift from *should* to ***SHALL***, we've also seen a greater emphasis placed on the condition of maintenance in terms of employee safety. The standard now contains mandatory language for the development, implementation, and operation of an Electrical Maintenance Program (EMP). This program and its contents are also required to be documented.

### THE 5 REQUIREMENTS YOU SHOULD KNOW:

- 1 NFPA 70B now provides mandatory scopes and intervals for electrical maintenance, based on equipment assessment.**
- 2 Equipment physical condition, criticality, and operating environment are factors used to determine maintenance intervals.**
- 3 Intervals for electrical system maintenance programs are clearly defined and a primary focus.**
- 4 NFPA 70B defines and provides detailed scopes for preventive maintenance and field testing methods.**
- 5 Requirements and intervals are now defined for electrical system studies (single line diagrams and short-circuit studies).**

## THE WHY

The need for these recent changes relates to the common misconception that equipment, when installed properly, is inherently safe to work on, or near. NFPA 70E has long stated that equipment must also be properly maintained - since poor maintenance practices can increase the likelihood of arcing fault events, and can lead to increased incident energy. In many cases this increase means that the recommended Personal Protective Equipment (PPE) level suggested in the Arc Flash Risk Assessment would be inadequate. Additionally, a well executed maintenance program will provide additional surety and reliability to your critical electrical infrastructure.

Arc flash mitigation strategies, such as risk assessments and Electrical Maintenance Programs (EMP) for example, are essential for critical business operations, and uptime with limited interruptions. These strategies not only protect people, but critical equipment as well. These protections are a vital component in preventing:

- Litigation fees and court costs;
- Extensive medical treatment;
- OSHA fines and citations;
- Worker's compensation claim costs;
- Insurance premium increases;
- Investigation costs;
- Extensive down time;
- Loss of production;
- Lengthy lead times on replacement equipment;
- Costly replacement and repair.

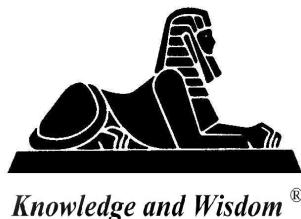
## THE HOW

Miller Electric Company is a full service solutions provider. We provide maintenance solutions for the entire lifecycle of your electrical infrastructure. Our teams of qualified electricians, and full-time engineering staff are prepared to offer the following:

- Perform Arc Flash Risk Assessments;
- Perform Arc Flash Coordination Studies;
- Perform Short Circuit Coordination Studies;

- Create and manage a custom documented EMP for your facility;
- Provide Industry Leading NFPA 70E training for your facilities maintenance staff and management professionals;
- Perform maintenance services regardless of electrical equipment manufacturer;
- Implement continuous monitoring and predictive technologies to support more efficient and effective electrical preventive maintenance.

At Miller Electric, Safety is one of our most important core values, not only for our employees but also for our clients. Our teams of subject matter experts are available to explore a tailored strategy that perfectly meets your operational needs. The primary goal of NFPA 70B is to enhance safety by proactively pinpointing and mitigating potential electrical hazards before they can lead to incidents. By adhering to its guidelines, organizations can significantly reduce the risk of electrical accidents and injuries, fostering a safer workplace for everyone involved. We are committed to ensuring a safe environment where "at the end of the day, everyone goes home".



# CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935  
 219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490  
 PHONE (904) 353-3181 • FAX (904) 353-5722 • [www.cwpowellins.com](http://www.cwpowellins.com)

May 24, 2024

RE: Miller Electric Company  
 Worker's Compensation

To whom it may concern:

Please accept the below confirmation of Miller Electric Company's Experience Modification Rate for the current year and the past four (4) years.

<u>Policy Term</u>	<u>Experience Modification</u>
07/01/2024 – 07/01/2025	.49
07/01/2023 – 07/01/2024	.51
07/01/2022 – 07/01/2023	.50
07/01/2021 – 07/01/2022	.50
07/01/2020 – 07/01/2021	.49

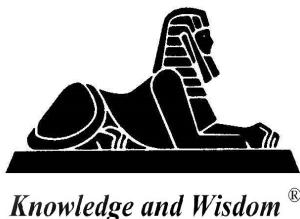
Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,

*Fitzhugh K. Powell Jr*

Fitzhugh K. Powell Jr., AAI, CRIS, CWCA  
 President





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February 19, 2024

RE: Miller Electric Company

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Miller Electric Company. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$70,000,000.00 single and \$250,000,000.00 in the aggregate with the provision that we and Travelers Casualty and Surety Company of America reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Miller Electric Company is bonded through Travelers Casualty and Surety Company of America. They have been bonded with Travelers for over 10 years. Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++ XV" and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570). Miller Electric Company currently has an estimate of \$15,500,000 in contract bonds.

Miller Electric Company is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

Fitzhugh K. Powell Jr.  
 President





**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

354 SW 12th Avenue  
Deerfield, FL 33442  
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## **Environmental/OSHA Compliance**

**SEE NEXT PAGES**

**FOR EXPLANATION OF PREVIOUS OSHA CITATIONS**



## MILLER ELECTRIC COMPANY

*Powering the Possibilities*

P.O. Box 1799 (32201)

6805 Southpoint Parkway, Jacksonville FL 32216

RE: OSHA CITATION 1424498.015

January 3, 2020

To Whom It May Concern;

On August 20, 2019 OSHA conducted an inspection at a client facility where Miller Electric Company had previously performed work. At the time of the inspection, our employees were not on site, but some of our equipment remained in our work area to be used at a future date.

During the inspection, a portable threading machine was located with the outer insulation pulled back approximately ½ inch at the flex connector. This exposed the secondary insulation (green, white, and black wires).

According to our employees, when they left the work area, the tool was left in a bucket (so that threader oil wouldn't leak onto the floor). They also state that the insulation was *not* showing at any point when they were using the tool. At the time of the inspection, the tool was in a different area than where we left it, and was not in the bucket we left it in; leading us to believe the tool had been used by another craft at some point since the nine days we had left the site.

During our informal conference, the area Director told us that he had statements from our employees that they knew the insulation was damaged, and that they routinely used tools like this. With that admission, we were forced to abandon our mitigation approach and accept the *other than serious* citation with no monetary penalty assessed.

After the conclusion of the informal conference, I personally conducted an investigation into the claim that our employees routinely and knowingly use damaged tools, because this is certainly not indicative of our company's commitment to excellence and quality. During the investigation, I found out that what the Area Director told me was not truthful, and that the investigative team completely, and intentionally twisted their words.

The truth was, the inspector told our employees that he didn't like the "after-market flex connector" that was used to repair a previous strain on the device. Our employees told him that they knew a flex connector was used to repair the device and that they routinely use tools that are *repaired that way*; **not** that they routinely use tools that are damaged. Our employees were incensed that their words had been manipulated, and equally maddened that the inspector and Area Director made such inferences about their blasé attitude towards safety.

However, after speaking with our General Counsel, it was discovered that there was little to no recourse. Please know that this erroneous citation does not reflect the values and culture of Miller Electric Company. Safety remains a priority to our executives, management, and employees.

Sincerely,

William L. Watson  
Sr. Director of Safety



RE: OSHA Citation # 318066388

To Whom It May Concern:

Please allow this document to serve as an explanation for the OSHA citation Miller Electric Company received on July 21, 2021.

On July 21st, 2021, an OSHA inspection was conducted at a client facility in Greenville, South Carolina.

During the investigation, an administrative audit was performed. This audit included inspecting our company's SDS catalog.

The Project Manager provided the inspector with a 3-ring binder containing SDS sheets. The inspector was verifying that we had an SDS sheet for a can of Krylon spray paint that was located on-site.

We did in fact have an SDS sheet for this chemical, but it was not listed on the binder's index sheet and was instead added to the binder when the chemical was brought on site.

The true issue here is that we have not been using SDS binders for nearly ten years. We host an online catalog of SDS sheets on our own internet page that can be quickly accessed by any mobile device.

This change has been communicated to our employees no less than 15 times, and the new system has been in place so long that the majority of our employees do not remember it being done any other way.

Because the employee who provided them with the binder was a member of our management team, an employee misconduct defense would have been nearly impossible to use.

During the informal conference, I personally discussed our current system with the area director who agreed that if this system had been shown to the inspector, no citations would have been issued.



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In conclusion, an “other than serious” violation with a \$650 fine was levied against us. The project manager was disciplined for his role in the citation, and we doubled down on our Hazcom efforts for the next few months.

Each of my 42 safety professionals was tasked with asking 5 employees a day, at a minimum, where our SDS sheets are located. I personally closed every internal communication I had with the same question.

I believe that there was only one additional employee that did not provide the correct answer, and it was that he provided the wrong web address.

Should you have any further questions, or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "WL Watson".

William L. Watson  
Sr. Director of Safety  
[wwatson@mecojax.com](mailto:wwatson@mecojax.com)



RE: OSHA Citation # 1564765

To Whom It May Concern:

Please allow this document to serve as an explanation for the OSHA citation Miller Electric Company received on November 19, 2021.

On November 19th, 2021, two Miller Electric Company employees were using an aerial lift while installing lighting arms on parking lot lights at a retail location in Richmond, Virginia. When OSHA arrived, it was discovered that neither of the Miller Electric Company employees was wearing fall protection while working at a height of approximately 25 feet.

The investigation of the incident revealed that the operator was adequately trained in both the operation of Aerial Work Platforms and Fall Protection. Additionally, the employees both had perfectly suitable personal fall arrest systems provided to them, and available in their work vehicle on-site at the time of the inspection.

The employees were both terminated at the conclusion of the investigation for knowingly violating company policy, resulting in the creation of an IDLH (immediately dangerous to life or health) hazard. Their training certifications were also revoked, meaning that if they are ever rehired by Miller Electric Company, they will be required to complete these training programs over again.

Both employees admitted to their wrongdoings and showed sincere remorse for their actions.

Because Miller Electric Company had satisfied its obligations and responsibilities under the applicable standard, we moved to vacate the citation. The original citation was categorized as serious but was later reduced to "other than serious" during an informal conference with OSHA's area director.

While not completely satisfied with this outcome, we feel that reducing the severity of the citation shows good faith that OSHA understands that our company was taking all reasonable precautions and that the was wholly



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rooted in employee misconduct. They were unwilling to vacate the citation in its entirety because one of the unprotected employees in the lift was the supervisor of the other employee, and they feel that in this capacity, the supervisor is a representative of the company - even though the supervisor was only a 5th-year apprentice.

Should you have any further questions, or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "WL Watson".

William L. Watson  
Sr. Director of Safety  
[wwatson@mecojax.com](mailto:wwatson@mecojax.com)



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**Copy of Licenses or Certificates**

**SEE NEXT PAGE  
FOR  
MILLER ELECTRICS LICENSE or CERTIFICATES**

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** MILLER ELECTRIC COMPANY

**Receipt #:** 181-324114  
**Business Type:** ELECTRICAL/ALARMS/CONTRACTOR  
 (CERTIFIED ELECTRICAL  
 CONTRACTOR)

**Owner Name:** JOSHUA CARL JOHNSON ( QUALIFIER )**Business Opened:** 03/14/2022**Business Location:** 354 SW 12TH AVE  
DEERFIELD BEACH**State/County/Cert/Reg:** EC13004860**Business Phone:** 954-761-2110**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		180		

Number of Machines:	For Vending Business Only					Vending Type:
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00  
 Packing/Processing/Canning Employees 0.00

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

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:**

MILLER ELECTRIC COMPANY  
 354 SW 12TH AVE  
 DEERFIELD BEACH, FL  
 33442-3106

**Receipt #** WWW-23-00275850  
**Paid** 07/29/2024 150.00

**2024 - 2025****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** MILLER ELECTRIC COMPANY

**Receipt #:** 181-324114  
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Rooms	Seats	Employees	Machines	Professionals
		180		

Signature	For Vending Business Only					Vending Type:
	Number of Machines:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** WWW-23-00275850  
**Paid** 07/29/2024 150.00

**W-9**

Form  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>Miller Electric Company</b></p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor   <input type="checkbox"/> C corporation   <input checked="" type="checkbox"/> S corporation   <input type="checkbox"/> Partnership   <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)   . . .  Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . .</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p> <p>5 Address (number, street, and apt. or suite no.). See instructions. <b>6805 Southpoint Pkwy</b></p> <p>6 City, state, and ZIP code <b>Jacksonville, FL 32216</b></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>
--	---	--

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b> <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div> - <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div> - <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div>	<b>Employer identification number</b> <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div> - <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div> - <div style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; vertical-align: middle;"></div>
<b>or</b>	
<div style="border: 1px solid black; display: inline-block; width: 300px; height: 20px; vertical-align: middle;"></div>	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**   Signature of U.S. person

*Rebel Jones*

Date

1.1.25

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the *Partnership Instructions for Schedules K-2 and K-3 (Form 1065)*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Ron DeSantis, Governor

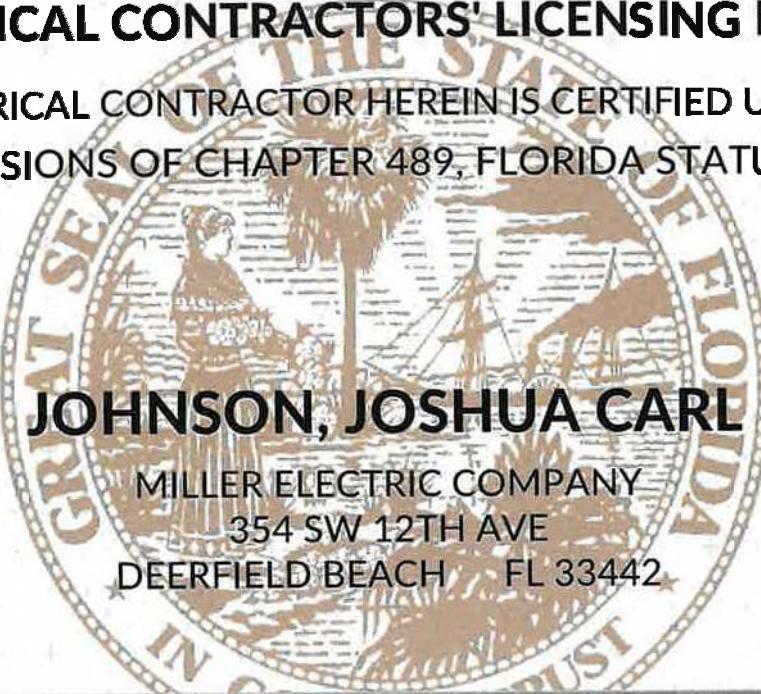
Melanie S. Griffin, Secretary



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

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

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



**JOHNSON, JOSHUA CARL**

MILLER ELECTRIC COMPANY  
354 SW 12TH AVE  
DEERFIELD BEACH FL 33442

**LICENSE NUMBER: EC13004860**

**EXPIRATION DATE: AUGUST 31, 2026**

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

**ISSUED: 07/29/2024**

**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.**



**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

354 SW 12th Avenue  
Deerfield, FL 33442  
TOLL FREE: 800.554.4761  
FAX: 904.389.8653  
[www.mecojax.com](http://www.mecojax.com)

**Copy of Licenses or Certificates**

**SEE NEXT PAGE  
FOR  
INDUSTRIAL ELECTRIC TESTING, INC. LICENSE or CERTIFICATES**



OFFICE OF ECONOMIC  
AND SMALL BUSINESS  
DEVELOPMENT

# THIS CERTIFICATE IS AWARDED TO

## INDUSTRIAL ELECTRIC TESTING, INC.

AS SET FORTH IN THE BROWARD COUNTY BUSINESS OPPORTUNITY ACT OF 2012, THE CERTIFICATION  
REQUIREMENTS HAVE BEEN MET FOR:

**County Business Enterprise (CBE) and Small Business Enterprise (SBE)**

SANDY-MICHAEL MCDONALD

Digitally signed by SANDY-MICHAEL  
MCDONALD  
Date: 2021.09.14 15:19:50 -04'00'

---

AUTHORIZED REPRESENTATIVE

**Anniversary Date: September 7th**

THE OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT MUST BE NOTIFIED WITHIN 30 DAYS OF ANY MATERIAL CHANGES IN THE BUSINESS WHICH  
MAY AFFECT OWNERSHIP AND CONTROL. FAILURE TO DO SO MAY RESULT IN THE REVOCATION OF THIS CERTIFICATE AND/OR IMPOSITION OF OTHER SANCTIONS.

A SERVICE OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
[BROWARD.ORG/SMALLBUSINESS](http://BROWARD.ORG/SMALLBUSINESS)

GOVERNMENTAL CENTER ANNEX 115 S. ANDREWS AVENUE, ROOM A680 FORT LAUDERDALE, FL 33301  
TEL: 954-357-6400 • FAX: 954-357-5674 • TTY: 954-357-5664



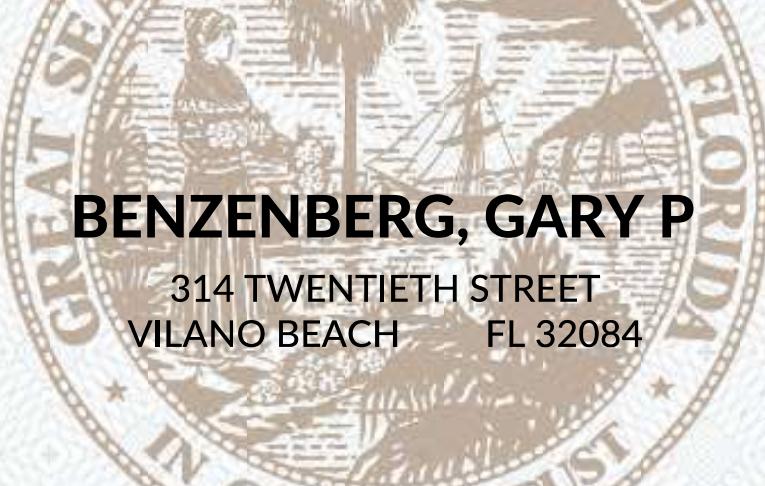
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



**BENZENBERG, GARY P**

314 TWENTIETH STREET  
VILANO BEACH FL 32084

**LICENSE NUMBER: PE49971**

**EXPIRATION DATE: FEBRUARY 28, 2027**

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



Do not alter this document in any form.

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



# CERTIFICATE OF ACCREDITATION

is hereby granted to

**Industrial Electric Testing, Inc.**  
Hallandale Beach, FL

AS RECOGNIZED BY THE

**INTERNATIONAL ELECTRICAL TESTING ASSOCIATION**

January 1, 2025 – January 31, 2026

Ken Bassett

Ken Bassett  
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION  
3050 OLD CENTRE ROAD ~ SUITE 101 ~ PORTAGE, MI 49024 ~ [WWW.NETAWORLD.ORG](http://WWW.NETAWORLD.ORG)





**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

354 SW 12th Avenue  
Deerfield, FL 33442  
TOLL FREE: 800.554.4761  
FAX: 904.389.8653  
[www.mecojax.com](http://www.mecojax.com)

### **Conflict of Interest**

**Not Applicable**



## Unique Capabilities

Miller Electric Company prides itself on several unique resources and capabilities that we bring to this project to ensure optimal outcomes for the City. Our ability to research and source obsolete replacement components sets us apart, allowing for seamless maintenance and upgrades to the existing infrastructure without compromising on quality or service continuity. Below are some of the additional assets and examples that highlight our capability:

### **Specialized Technical Expertise:**

Our team of certified technicians is highly skilled in the latest diagnostic and maintenance technologies. This expertise includes extensive training in older systems, enabling us to effectively identify suitable replacement parts for obsolete components. We maintain a robust database of historical equipment specifications and manufacturers, allowing us to swiftly source or engineer replacements for outdated components.

### **Comprehensive Sourcing Network:**

We have established strong relationships with a wide network of suppliers and manufacturers globally. This network provides us access to turnkey solutions for obsolete parts, including custom fabrication when necessary.

**Verifiable Example:** In a recent project for the City of Deerfield Beach, we successfully sourced and replaced a discontinued circuit breaker that was the main breaker for the city hall, restoring full operational capacity to the client's facility. This was accomplished in collaboration with our supplier network to locate and install a compatible alternative, minimizing downtime.

### **Innovation in Problem Solving:**

We embrace technological innovation, such as employing advanced diagnostic tools and predictive analytics software, to anticipate maintenance needs and suggest optimal solutions.

Our in-house team is capable of developing custom solutions when off-the-shelf products are unavailable, ensuring that all system components work seamlessly together.

**Customer Examples:**

Client Name 1: City of Fort Lauderdale - Five Ash Water Treatment Plant — Miller Electric successfully retrofitted ABB main breaker cabinets with modern equivalents, replacing numerous outdated components without disrupting ongoing operations.

Client Name 2: Florida Crystals Corporation, we conducted a thorough evaluation that led to the replacement of obsolete equipment with innovative solutions, tailored specifically to their unique infrastructure requirements. Identifying components that were obsolete and equipment that will become obsolete. Working with various manufacturers like Schneider Electric, ABB, Eaton, and Siemens to find replacement components or new equipment because the obsolete equipment is no longer supported by the manufacturer. Assisting with design and budgeting to replace the most outdated equipment before its end of life, and limit unscheduled outages.

Miller Electric's strategic approach, coupled with decades of experience and an unwavering commitment to quality and customer satisfaction, enables us to deliver exceptional service and support. Our unique resources position us to not only meet but exceed the City's operational needs in maintaining a reliable and efficient electrical infrastructure.



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[www.mecojax.com](http://www.mecojax.com)

## **Litigation**

**Not Applicable**



## References

### MILLER ELECTRIC COMPANY PROFILE

**Mailing Address:** P O Box 1799 Jacksonville, FL 32201-1799

**Headquarters Address:** 6805 Southpoint Parkway Jacksonville, FL 32216

T. 904-388-8000 Toll Free: 800-554-4761 F. 904-389-8653

**Regional Address:** 354 SW 12th Ave, Deerfield Beach, FL 33442

T. 954-761-2110 Toll Free: 800-554-4761

**Website:** <http://www.mecojax.com>

### GENERAL INFORMATION:

Miller Electric Company was established in 1928. Incorporated in the State of Florida: 12/29/53

Our Corporate office is in Jacksonville, FL, with regional offices throughout the Southeast and Midwest. Florida Electrical Contractor License #: EC-11 & EC-13004860 & More

**Taxpayer ID#:** 59-0361850 **D&B #:** 00-583-4205 **D&B Rating:** 4A2

### BANK REFERENCES:

Wells Fargo Bank, NA

Contact: Theresia Skidmore

[Theresia.Skidmore@wellsfargo.com](mailto:Theresia.Skidmore@wellsfargo.com)

T. 904-351-7283

BBVA

Contact: David Davis

[David.Davis@bbva.com](mailto:David.Davis@bbva.com)

T: 904-564-8630

### SUPPLIER REFERENCES:

Graybar Electric

Contact: Andrea Perez

[Andrea.Perez@graybar.com](mailto:Andrea.Perez@graybar.com)

T. 904-380-3425

World Electric Supply

Contact: Chris Larkins

[Chris.Larkins@worfdelectricsupply.com](mailto:Chris.Larkins@worfdelectricsupply.com)

T: 407-803-5322

### GENERAL CONTRACTOR REFERENCES:

DPR Construction

Contact: David Velazquez

T: 305-301-7238

Brassfield and Gorrie, LLC.

Contact: Diego Espinosa

T: 954-395-4785

### MUNICIPALITY REFERENCES:

City of Deerfield Beach

Contact: Mark DiMascio

[MDiMascio@deerfield-beach.com](mailto:MDiMascio@deerfield-beach.com)

T. 954-952-0221

Broward County

Contact: Susan Rinaldi

[SRINALDI@broward.org](mailto:SRINALDI@broward.org)

T: 954-357-6499



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## Office Locations

### **Primary Office:**

**Miller Electric Company**

354 SW 12th Ave, Deerfield Beach, FL 33442

In office:

Admin staff: 3 employees

Assistant PM's, Project Managers, Account Managers, Senior PM's: 22 employees

Directors: 2 employees

Field Personnel: 145 trade professionals ranging from Apprentice, Journeyman  
Wireman, Foreman, General Foreman, and Superintendent

### **SubContractor Office:**

**Industrial Electrical Testing, inc.**

201 NW 1st Ave, Hallandale Beach, FL 33009

In Office:

Admin Staff: 1

Account Manager or Project Manager: 2 employees

Professional Engineer: 1 Employee

Field Personnel: 15 trade professionals that are NETA certified and level infrared  
thermography certified.



## Cost Proposal

### 4.3. Cost Proposal

LOT I – COST OF LABOR		
Item #	Description	Cost
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays (Cost per Day*)	\$1,000.00
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays (Cost per Hour)	\$163.00
C.	Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour)	\$185.00
D.	Holidays, Regardless of Time (Cost per Hour)	\$205.00
E.	Emergency Service (Cost per Hour w/3-Hour Minimum)	\$125.00

\*Cost per day includes travel, lodging, meals, and expenses.

Item #A - Is based on one tech for a day. If the work or scope requires two techs to meet NFPA 70E standards then this cost will be x2 or however many techs are needed to complete scope safely.



## Cost Proposal

### 4.3. Cost Proposal

<b>LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS</b>		
<b>Item #</b>	<b>Description</b>	<b>Percentage Mark-up</b>
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work**	<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="flex: 1; text-align: center;"> <p>10.0</p> <hr/> <p>%</p> </div> </div>

\*\*Contractor must provide an invoice for all parts greater than \$1,000.00

<b>LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL</b>		
<b>Item #</b>	<b>Description</b>	<b>Percentage Mark-up</b>
1	Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work	<div style="display: flex; align-items: center; justify-content: space-between;"> <div style="flex: 1; text-align: center;"> <p>10.0</p> <hr/> <p>%</p> </div> </div>



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## **City Forms**

**SEE NEXT PAGES ATTACHED**

EXHIBIT A  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM  
ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE  
COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN  
THE EBID SYSTEM.**

RFP25-010 As-Needed Repair and  
RFQ Number & Title: Maintenance of Electrical Switchgears

Prime Contractor's Name: **Miller Electric Company**

**EXHIBIT B**  
**LOCAL BUSINESS**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

RFQ Number RFP25-010

TO: Miller Electric Company  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual

a corporation

a partnership

a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Miller Electric Company is prepared to perform all of the scope listed within the RFP

documents.

We are a tier 2 local contractor that has has a place of business within Broward County

for over 10 years. Some of our employees reside in Pompano Beach, but the number

of employees that live in pompano fluctuates as time goes on.

2/3/2025

(Date)

Miller Electric Company

(Name of Local Business Contractor)

354 SW 12th Ave

(address)

Deerfield Beach, FL 33442

(address City, State Zip Code)

BY: Joshua Johnson

(Name)

N/A

**EXHIBIT "C"**  
**LOCAL BUSINESS**  
**UNAVAILABILITY FORM**

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address    Work Items Sought    Form of Bid Sought (i.e.,  
Unit Price,  
Materials/Labor, Labor  
Only, etc.)

## Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other:

Signature:

Date:

Note: Attach additional documents as available.

**N/A**

**EXHIBIT "D"**  
**SMALL BUSINESS ENTERPRISE**  
**GOOD FAITH EFFORT REPORT**

RFP # \_\_\_\_\_

1. What portions of the contract have you identified as SBE opportunities?

---

---

---

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

---

---

---

3. Did you send written notices to SBEs?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

---

---

7. List the SBEs you will utilize and subcontract amount/percentage.

---

8. Other comments: \_\_\_\_\_

---

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---

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---

---

Note: Please attach the unavailability letters with this report.

**City of Pompano Beach Florida**  
**Local Business Subcontractor Utilization Report**

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) (      )      -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) (      )      -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
<b>Total Paid to Date for All Local Business Subcontractors (21) \$</b>						0.00

**I certify that the above information is true to the best of my knowledge.**

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
---	--	------------	-----------

**REFERENCES****Company Name:** Miller Electric Company

List the minimum required references, as stated in the Solicitation, which demonstrates the experience in similar work, including nature and scope of work, demonstrating expertise in providing the services stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

**REFERENCE 1**

Name of Firm:	CBRE, Inc.   Global Workplace Solutions / Florida Power & Light		
Contact Person:	Tyrone Sweeney		
Contact's Email:	Tyrone.Sweeney@fpl.com		
Contact's Phone:	561-379-9096	Date(s) of Service:	2010 - Current
Scope of Work:	Various electrical maintenance work and SWGR testing, SWGR installs, and Generator installations or replacements.		

**REFERENCE 2**

Name of Firm:	Broward County		
Contact Person:	Susan Rinaldi		
Contact's Email:	srinaldi@broward.org		
Contact's Phone:	954-357-6499	Date(s) of Service:	2021 - Current
Scope of Work:	Various projects including installation of new services, testing and inspecting existing SWGR, IR scanning, 30 day load studies and power quality metering with engineer reports.		

**REFERENCE 3**

Name of Firm:	City of Fort Lauderdale		
Contact Person:	Steve Hillberg / Senior Project Manager, Public Works Department		
Contact's Email:	SHillberg@fortlauderdale.gov		
Contact's Phone:	954-336-6970	Date(s) of Service:	2023-2024
Scope of Work:	Installation of new conduit for power and controls of existing well pumps. Trenching and backfilling as needed. Switchgear testing and inspections for the well field site as needed for the project.		

## **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Each Proposer must disclose any employee, subcontractor, or consultant used by the Proposer who is also an employee or a consultant of the City of Pompano Beach, Florida (the City). Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee or Consultant with Potential Conflict of Interest

Check one of the following and sign:

I hereby affirm that no known persons employed by the Proposer are also an employee of the City.

I hereby affirm that all known persons employed by the Proposer and are employed by the City have been identified above.

 Joshua Johnson

Digitally signed by Joshua Johnson  
 DN: C=US,  
 E=JohnsonJ@mecojax.com, O=Miller  
 Electric Company, CN=Joshua  
 Johnson  
 Date: 2025.02.03 23:34:52-05'00'

Joshua Johnson / Director

Signature

Printed Name of Official

Miller Electric Company

Company Name



**MILLER ELECTRIC COMPANY**  
*Powering the Possibilities*

354 SW 12th Avenue  
Deerfield, FL 33442  
TOLL FREE: 800.554.4761  
FAX: 904.389.8653  
[www.mecojax.com](http://www.mecojax.com)

### **Insurance COI**

**SEE NEXT PAGES ATTACHED**

DATE (MM/DD/YYYY)  
10/11/2021

## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT Zachary Allen, CRM, CRIS, MLIS NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <a href="mailto:ZAllen@cwpowellins.com">ZAllen@cwpowellins.com</a>
	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co 16535 INSURER B: Travelers Prop Cas Co of Am 25674 INSURER C: XL Specialty Insurance Co 37885 INSURER D: INSURER E: INSURER F:
INSURED Miller Electric Company P O Box 1799 Jacksonville, FL 32201-1799	NAIC #

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		X	X	GLO038137506	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
								EBL AGGREGATE	\$ 1,000,000
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	X	BAP038137606	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
								\$	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR  EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		X	X	ZUP15P2028321NF	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 15,000,000
								AGGREGATE	\$
								Aggregate	\$ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N  <input checked="" type="checkbox"/> N	N/A	X	WC038137406	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE	OTHE-ER
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Equipment Floater				UM00040936MA21A	7/1/2021	7/1/2022	Any One Item	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Electrical Work Performed by Miller Electric Company

Certificate Holder is included as additional insured as respects general liability and auto liability on a primary and non-contributory basis per the attached endorsements. A waiver of subrogation is granted in favor of the additional insured as respects general liability, auto liability, and workers compensation per the attached endorsements, and where permitted. Umbrella liability applies excess to general liability, auto liability, and employers liability (workers compensation). 30 days notice of cancellation applies.

CERTIFICATE HOLDER	CANCELLATION
*SAMPLE COI FOR BID PURPOSES ONLY*	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

**Miller Electric Company**  
**Addendum to Certificate of Insurance**

**Additional Description of Operations:**

**Auto Liability** Includes:

Hired and Non-Owned Liability

Hired and Non-Owned Physical Damage - Deductibles as follows:

\$250 Comprehensive; \$500 Collision

**General Liability** – Additional Insured Status: Additional Insured status provided through U-GL-2162-A CW (02/19) endorsement. This form allows for entities to be named as additional insureds via one of the 04/13, 07/04, or 10/01 edition date versions of the ISO CG 20 10 and CG 20 37 endorsements, as required and specified by the applicable contract(s). If no form version is specified, then the 04/13 editions of the CG 20 10 and CG 20 37 endorsements will apply.

**Contractors Pollution and Professional Liability**

Policy # PCADB-5015657-0721

Insurer: Berkley Assurance Co

Effective 07/01/2021; Expiration 07/01/2022

Policy Aggregate Limit of Liability: \$10,000,000

**Professional Liability**

Per Claim Limit: \$10,000,000

Aggregate Limit of Liability: \$10,000,000

Retention: \$100,000

Professional Liability Coverage is Claims Made.

Retroactive date: 12/03/2010

**Contractors Pollution Liability**

Each Pollution Condition: \$10,000,000

Aggregate Limit of Liability: \$10,000,000

Retention: \$100,000

Pollution Coverage is Occurrence based.

**Installation Floater & Riggers Liability**

Policy # UM00040936MA21A

Insurer: XL Specialty Insurance Co

Effective 07/01/2021 - 07/01/2022

Limit - Any One Jobsite: \$5,000,000

Maximum Amount of Payment: \$10,000,000

Temporary Location: \$1,000,000

Transit: \$1,000,000

Named Storm deductible applies – 2% of the completed value subject to \$10,000 minimum for listed coastal counties.

Excludes Flood and Earth Movement

**Riggers Liability**

Coverage Limit: \$50,000

**Crime Coverage**

Policy # 169804990

Insurer: Continental Casualty Company

Effective: 07/01/2021 – 07/01/2022

Employee Dishonesty - \$5,000,000 - Per Occurrence

Client Property - \$5,000,000 - Per Occurrence

Retention - \$35,000 - Per Occurrence

**Cyber Liability Coverage**

Policy # MTP9031565 07

Insurer: Indian Harbor Insurance Company

Effective: 10/01/2021 – 10/01/2022

Aggregate: \$5,000,000

EXHIBIT A  
CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

**REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM AND SMALL BUSINESS ENTERPRISE FORM  
ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE  
COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN  
THE EBID SYSTEM.**

RFQ Number & Title: RFP25-010 As-Needed Repair and Maintenance of Electrical Switchgears

Prime Contractor's Name: **Miller Electric Company**

N/A

**EXHIBIT "C"**  
**LOCAL BUSINESS**  
**UNAVAILABILITY FORM**

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work  
items to be performed in the City of Pompano Beach:

Business Name, Address    Work Items Sought    Form of Bid Sought (i.e.,  
Unit Price,  
Materials/Labor, Labor  
Only, etc.)

### Said Local Businesses:

— Did not bid in response to the invitation

— Submitted a bid which was not the low responsible bid

Other:

Signature:

Date:

Note: Attach additional documents as available.

**N/A**

**EXHIBIT "D"**  
**SMALL BUSINESS ENTERPRISE**  
**GOOD FAITH EFFORT REPORT**

RFP # \_\_\_\_\_

1. What portions of the contract have you identified as SBE opportunities?

---

---

---

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

---

---

---

3. Did you send written notices to SBEs?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

\_\_\_\_ Yes      \_\_\_\_ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

---

---

7. List the SBEs you will utilize and subcontract amount/percentage.

---

8. Other comments: \_\_\_\_\_

---

---

---

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Note: Please attach the unavailability letters with this report.

**EXHIBIT B**  
**LOCAL BUSINESS**  
**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

RFQ Number RFP25-010

TO: Miller Electric Company  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

an individual  a corporation  
 a partnership  a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

Miller Electric Company is prepared to perform all of the scope listed within the RFP

documents.

We are a tier 2 local contractor that has has a place of business within Broward County  
for over 10 years. Some of our employees reside in Pompano Beach, but the number  
of employees that live in pompano fluctuates as time goes on.

2/3/2025  
(Date)

Miller Electric Company  
(Name of Local Business Contractor)

354 SW 12th Ave  
(address)

Deerfield Beach, FL 33442  
(address City, State Zip Code)

BY: Joshua Johnson  
(Name)

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** MILLER ELECTRIC COMPANY

**Receipt #:** 181-324114  
**Business Type:** ELECTRICAL/ALARMS/CONTRACTOR  
 (CERTIFIED ELECTRICAL  
 CONTRACTOR)

**Owner Name:** JOSHUA CARL JOHNSON ( QUALIFIER )**Business Opened:** 03/14/2022**Business Location:** 354 SW 12TH AVE  
DEERFIELD BEACH**State/County/Cert/Reg:** EC13004860**Business Phone:** 954-761-2110**Exemption Code:****Rooms****Seats****Employees****Machines****Professionals**

180

Number of Machines:		For Vending Business Only				Vending Type:	
		Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	
Tax Amount		150.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee				150.00			
Packing/Processing/Canning Employees				0.00			

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

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:**

MILLER ELECTRIC COMPANY  
354 SW 12TH AVE  
DEERFIELD BEACH, FL  
33442-3106

**Receipt #:** WWW-23-00275850  
**Paid:** 07/29/2024 150.00

**2024 - 2025****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025****Business Name:** MILLER ELECTRIC COMPANY

**Receipt #:** 181-324114  
**Business Type:** ELECTRICAL/ALARMS/CONTRACTOR  
 (CERTIFIED ELECTRICAL  
 CONTRACTOR)

**Owner Name:** JOSHUA CARL JOHNSON ( QUALIFIER )**Business Opened:** 03/14/2022**Business Location:** 354 SW 12TH AVE  
DEERFIELD BEACH**State/County/Cert/Reg:** EC13004860**Business Phone:** 954-761-2110**Exemption Code:****Rooms****Seats****Employees****Machines****Professionals**

180

Signature	For Vending Business Only				Vending Type:	
	Number of Machines:		Prior Years	Collection Cost		
Tax Amount	Transfer Fee	NSF Fee	Penalty	0.00	0.00	150.00
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #:** WWW-23-00275850  
**Paid:** 07/29/2024 150.00

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024****DBA:** MILLER ELECTRIC COMPANY  
**Business Name:****Receipt #:** 181-324114  
**Business Type:** ELECTRICAL/ALARMS/CONTRACTOR  
(CERTIFIED ELECTRICAL  
CONTRACTOR)**Owner Name:** JOSHUA CARL JOHNSON ( QUALIFIER )  
**Business Location:** 354 SW 12TH AVE  
DEERFIELD BEACH  
**Business Phone:** 954-761-2110**Business Opened:** 03/14/2022  
**State/County/Cert/Reg:** EC13004860  
**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		180		

For Vending Business Only					
Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
150.00	0.00	0.00	0.00	0.00	0.00
Receipt Fee Packing/Processing/Canning Employees			150.00	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:**MILLER ELECTRIC COMPANY  
354 SW 12TH AVE  
DEERFIELD BEACH, FL  
33442-3106**Receipt #:** WWW-22-00264076  
**Paid:** 08/08/2023 150.00**2023 - 2024****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024****DBA:** MILLER ELECTRIC COMPANY  
**Business Name:****Receipt #:** 181-324114  
**Business Type:** ELECTRICAL/ALARMS/CONTRACTOR  
(CERTIFIED ELECTRICAL  
CONTRACTOR)**Owner Name:** JOSHUA CARL JOHNSON ( QUALIFIER )  
**Business Location:** 354 SW 12TH AVE  
DEERFIELD BEACH  
**Business Phone:** 954-761-2110**Business Opened:** 03/14/2022  
**State/County/Cert/Reg:** EC13004860  
**Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		180		

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**Receipt #:** WWW-22-00264076  
**Paid:** 08/08/2023 150.00



## Florida's Warmest Welcome

### REQUEST FOR PROPOSALS (RFP)

RFP25-010

#### As-Needed Repair and Maintenance of Electrical Switchgears

**Non-Mandatory Pre-Proposal Meeting:**

**January 13, 2025, at 10:00 A.M.**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**

**RFP OPENING: February 4, 2025, at 2:00 PM**

**Virtual Zoom Meeting**

**For access, go to:**

**<https://www.pompanobeachfl.gov/meetings>**



December 30, 2024

Dear Prospective Proposers,

**SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-010 - As-Needed Repair and Maintenance of Electrical Switchgears**

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for As-Needed Repair and Maintenance of Electrical Switchgears.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)).

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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## 1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- **"Bid"** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms **Bid and Proposal** may be used interchangeably throughout this RFP.
- **"Contract"** means any agreement resulting from this RFP. **Contract** and **Agreement** may be used interchangeably throughout this RFP.
- **"Project"** means work on all switchgear-related maintenance and repairs.
- **"Project Team"** means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- **"Proposer"** means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- **"Team Member(s)"** means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- **"Proposal"** means the complete response of the Proposer to the RFP, including properly completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect the requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will expedite the review process to evaluate the Proposer.

**2. SCHEDULE OF EVENTS**

<b>RFP NUMBER:</b>	RFP25-010
<b>RFP TITLE:</b>	As-Needed Repair and Maintenance of Electrical Switchgears
<b>RELEASE DATE:</b>	December 30, 2024
<b>DATE PUBLISHED IN SUN-SENTINEL</b>	January 2, 2025
<b>Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING</b>	January 13, 2025, at 10:00 AM
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	January 21, 2025, at 5:00 PM
<b>ADDENDA AS RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	January 28, 2025, at 5:00 PM
<b>RFP RESPONSES DUE DATE/TIME:</b>	February 4, 2025
<b>EVALUATION COMMITTEE MEETINGS</b>	TBD
<b>RECOMMENDATION FOR AWARD:</b>	TBD
<b>DIRECT ALL INQUIRIES TO:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>E-PROPOSAL SUBMITTALS ONLY:</b>	<a href="https://pompanobeachfl.ionwave.net">https://pompanobeachfl.ionwave.net</a>
<b>PROPOSAL VIRTUAL OPENING:</b>	<a href="https://www.pompanobeachfl.gov/meetings">https://www.pompanobeachfl.gov/meetings</a>

### **3. INTRODUCTION AND GENERAL INFORMATION**

#### **3.1. Project Background**

The City of Pompano Beach requires one or more Proposers to repair and maintain electrical switchgear as needed throughout the City. Selected proposers must state their proposed response time for any emergencies.

#### **3.2. Non-Mandatory Pre-Proposal Meeting**

The non-mandatory Pre-Proposal Meeting will be held via Virtual Zoom Meeting on January 13, 2025, at 10:00 a.m. (local). The Zoom link is available on the City's Meetings webpage: <https://www.pompanobeachfl.gov/meetings>.

#### **3.3. Proposal Submittal Due Date**

The City will receive sealed proposals by 2:00 p.m. (local) on **February 4, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

#### **3.4. Questions and Communication**

<http://www.pompanobeachfl.ionwave.net> is the official method of Procurement and Contracts Department has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before January 21, 2025, 5:00 p.m. ET via <http://www.pompanobeachfl.ionwave.net/>. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from other than the information included in this RFP document or by an Addenda shall not be binding on the City.

#### 4. SCOPE OF SERVICES

##### 4.1. Scope of Work Task 1

###### Annual Infrared Testing of Electrical Switchgear Components

The purpose of infrared inspections is to provide information relative to the physical condition of the electrical distribution system. Loose or poor connections, unbalanced loads, and loose joints can be located. These conditions are characterized by increased resistance and a temperature rise, which infrared scanning detects. This survey shall be performed while the system is loaded, representing "normal" operation.

**The City's equipment inventory may change during the term of the contract resulting from this RFP. As such, the following is not an exhaustive list of the locations with equipment that require infrared testing and maintenance:**

Membrane Bldg. Main Electrical Room	Qty
MCC's Buckets	19
Breakers	10
Transformers	4

Membrane Building Area	Qty
Electrical Panels	7
Drives	5
Control Panels	4
Exhaust Fan Starters	10

Chemical Building	Qty
MCC's Buckets	20
Transformer	1
Electrical Panels	4
Drives	2
Breakers	3
Disconnect	1

Building TU-1	Qty
Disconnect 4160 Volts	3
Oil Transformer	1
Circuit Breakers	3

Building TU-2	Qty
Disconnect 4160 Volts	3
MCC's Buckets	20
Circuit Breakers	3

De-Watering Building	Qty
Disconnect	1
MCC's Buckets	26
Circuit Breakers	4

Dry type Transformer	1
Electrical Panels	3

De-Watering Building	Qty
4160 Volts Normal Power Breakers	3
Dry type Transformer	2
Electrical Panels	3
4160 Volts Generator Breakers	2
4160 Volts Spare Breakers	1
MCC Buckets	12
Circuit Breakers	4

Palm Air Switchgear Areas	Qty
Generator transformer 750 KVA	1
Generator control room transformer 112.5 kVA	1
Pump Station #17 Transformer	1
Pump Station #18 Transformer and Control Room	1
Pump Station #19 transformer and control room	1
Pump Station #20 transformer and control room	1
Pump Station #21 transformer and control room	1
Pump Station #22 transformer and control room	1

#### 4.2. Scope of Work Task 2

The City's equipment inventory may change during the term of the contract resulting from this RFP. As such, the following is not an exhaustive list of the locations with equipment that require maintenance:

##### Electrical Annual Preventative Maintenance

###### **Electrical Tests 5KV Switchgear Substation and 5KV Generator breakers**

1. Breakers shall be removed from the designated cubicle
2. Electrical cabinets shall be cleaned
3. Breakers shall be visually inspected
4. Breakers shall be partially dismantled
5. Breakers shall be cleaned and lubed per Manufacturers' specifications
6. Breakers shall be Electrically tested (charge, closed, tripped, Megger, High Pot Contact Resistance)
7. Breakers shall be re-installed in the original destination

**Main Electrical switchgear Room at the Membrane Building**

1. Breakers shall be removed from the designated cubicle
2. Electrical cabinets shall be cleaned
3. Breakers shall be visually inspected
4. Breakers shall be partially dismantled
5. Breakers shall be cleaned and lubed per Manufacturers' specifications
6. Breakers shall be Electrically tested (charge, closed, tripped, Megger)
7. Breakers shall be re-installed in the original destination
8. All Breaker Programmers shall be Solid State Tested

**Electrical Testing 5KV Switchgear Substation Chemical Bldg. Unit Substation TU-2**

1. Two (2) 5KV Air Load switch disconnect
2. One (1) 5KV Air Fuse Load switch disconnect
3. One (1) 750KVA Oil Transformer
4. One (1) Main 1600-amp Breaker
5. Two (2) 800-amp Feeder Breaker
6. Two (2) Amp Meters

**Electrical Testing 5KV Switchgear Substation Transfer Pump Station Unit Substation TU-1**

1. Two (2) 5KV Air Load switch disconnect
2. One (1) 5KV Air Fuse Load switch disconnect
3. One (1) 750KVA Oil Transformer
4. One (1) Main 1600-amp Breaker
5. Two (2) 800-amp Feeder Breaker
6. Two (2) Amp Meters

**Lime Building 480-volt Switchgear Unit Substation 90SB1**

1. One (1) AC Voltmeter
2. One (1) AC Amp Meter
3. One (1) Main 1600-amp
4. Two (3) 800-amp Feeder
5. MCC - 90MCC2 (7 Buckets)

**5KV & 480-volt Combination Switchgear Testing**

1. Open Disconnect
2. Isolate Substation from any other sources
3. Discharge every line and load switch
4. Ground main incoming bus to the Substation
5. Remove main breaker and load breakers from cubicle
6. Vacuum clean all compartments
7. Lubricate breaker and cubicle stubs
8. Clean main and arcing contacts at the switches

**5KV Switchgear Testing**

1. Megger fuse disconnect before and after
2. Contact resistance across the main contacts and fuses at each phase
3. PI (Polarization Index) transformer at high and low voltage
4. TTR (Transformer Turns Ratio) transformer at tap setting vector

**480-volt Switchgear Testing**

1. Calibrate AC Meters according to ratio
2. Solid state Breaker's programmer for long-time, short-time, ground, and instantaneous trip states
3. Megger breaker before and after
4. Contact resistance breaker before and after
5. Mechanical test breaker (Charge, close, and trip)

**4.3. Cost Proposal**

LOT I – COST OF LABOR		
Item #	Description	Cost
A.	During Normal Business Hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays (Cost per Day*)	
B.	After Normal Business Hours, 5:01 p.m. to 7:59 a.m., Monday through Friday, Excluding Holidays (Cost per Hour)	
C.	Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour)	
D.	Holidays, Regardless of Time (Cost per Hour)	
E.	Emergency Service (Cost per Hour w/3-Hour Minimum)	

\*Cost per day includes travel, lodging, meals, and expenses.

LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item #	Description	Percentage Mark-up
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work**	_____ %

\*\*Contractor must provide an invoice for all parts greater than \$1,000.00

LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL		
Item #	Description	Percentage Mark-up
1	Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work	_____ %

## **5. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

### **5.1. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

### **5.2. Proposer's Responsibilities**

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, shall not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and shall not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

### **5.3. Costs Incurred by the Proposer in Preparation of the Proposal**

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

### **5.4. Composition Of Project Team**

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel shall be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

## **5.5. Violations of Environmental/OSHA Regulations**

The City reserves the right to consider the Proposer's history of citations of Environmental Regulations or OSHA violations in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

## **6. PROPOSAL REQUIREMENTS**

To maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

### **6.1. Proposer's Qualifications And Experience (Maximum 60 Points)**

#### **6.1.1. Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

#### **6.1.2. Table of Contents:**

Include a clear identification of the material by section and by page.

#### **6.1.3. Letter of Interest:**

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's comprehension of the project and a positive commitment to provide the services described herein. (Maximum 2 pages, 8.5" x 11" single-sided). In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

#### **6.1.4. Understanding of the Project:**

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community. (Maximum 10 pages, 8.5" x 11", single-sided).

#### **6.1.5. Organizational Chart and Principal/Key Team Members:**

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that shall be designated as principals and/or key team members for the Proposer. The Proposer must commit that the principals and personnel named in the response shall perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel shall be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing (Maximum 1 page, 8.5" x 11", single-sided).

#### **6.1.6. Statement of Skills and Experience of Project Team:**

Provide resumes for key project team members and their experience of similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the

past 5 years) where the team members have performed projects with similar characteristics.

**6.1.7. Environmental/OSHA Compliance:**

Submit a complete history of all environmental/OSHA citations, violations, notices, and dispositions. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations.

**6.1.8. Copy of Licenses or lists of Certifications:**

Provide a copy of applicable license(s) for team member(s).

**6.1.9. Conflicts of Interest:**

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

**6.1.10. Unique Capabilities:**

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project, such as the ability to research and source obsolete replacement components. Provide verifiable examples of this with submittal and Customer References (Maximum 2 pages, 8.5" x 11", single-sided).

**6.1.11. Litigation:**

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years (Maximum 2 pages, 8.5" x 11" single-sided).

**6.1.12. References:**

Provide references (no more than 5 from past projects) of projects of similar scope, preferably similar to size and complexity. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

**6.1.13. Office Locations:**

Identify the office's location from which services shall be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary (Maximum 2 pages, 8.5" x 11" single-sided).

**6.2. Cost Proposal (Maximum 35 points)**

The Procurement and Contracts staff will evaluate this section. Proposers shall enter Lot I, II, and III costs and fees in the Attributes tab of the City's eBid System. The Proposer's entry will be tabulated using uniform sample quantities and received as a proposed sample Project Budget (PB).

The lowest PB will be awarded the maximum points for this section. Every other response will be given points proportionally to the lowest PB received.

**6.3. Local Business Program (Maximum 5 points)**

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission

approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, "Local Business" will be defined as follows:

**TIER 1 LOCAL VENDOR.**

**POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

**TIER 2 LOCAL VENDOR.**

**BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

**LOCAL VENDOR SUBCONTRACTOR.**

**POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov) by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
  - a. Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.
  - b. Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

#### **6.4. Other Required Documentation**

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

##### **6.4.1. City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

##### **6.4.2. Insurance**

The insurance described herein reflects the requirements deemed necessary for this contract by the City. This level of insurance does not necessarily have to be in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgradeability will speed the review process to determine the most qualified Proposer. The contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance, which evidence that all insurance required hereunder is in full force and effect and which name the city as an additional insured on a primary basis on all such coverage.

Throughout the term of the agreement/contract, the City, by and through its Risk Manager, reserves the right

to review, modify, reject, or accept any insurance policies required by the agreement/contract, including limits, coverages, or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by the Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under the agreement/contract. Throughout the agreement/contract term, the Contractor and all subcontractors or other agents hereunder shall, at its sole expense, maintain in full force and effect the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. The contractor further agrees to be responsible for the employment, control, and conduct of its employees and any injury sustained by such employees during their employment.
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured as the City's interests may appear, on General Liability Insurance only, relative to claims arising from the Contractor's negligent acts or omissions in connection with the Contractor's performance under this agreement/contract.
  - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

#### TYPE OF INSURANCE LIMITS OF LIABILITY

##### GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis

XX comprehensive form bodily injury and property damage

XX premises - operations bodily injury and property damage

— explosion & collapse

— hazard

— underground hazard

XX products/completed bodily injury and property damage combined operations hazard

XX contractual insurance bodily injury and property damage combined

XX broad form property damage bodily injury and property damage combined

XX independent contractor's personal injury

XX personal injury

— sexual abuse/molestation

— liquor legal liability

##### AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per aggregate

XX comprehensive form

XX owned

XX hired

XX non-owned

##### REAL & PERSONAL PROPERTY:

— Comprehensive form

Agent must show proof they have this coverage.

**EXCESS LIABILITY:**

Minimum \$5,000,000 Per Occurrence and \$5,000,000 Per Aggregate  
other than umbrella bodily injury and property damage combined

**PROFESSIONAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
 professional liability

If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

**ENVIRONMENTAL / POLLUTION LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
 XX environmental/pollution liability

**CYBER LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate

\* Policy to be written on a Claims incurred basis  
 Network Security / Privacy Liability  
 Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)  
 Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology-related services and or products)  
 Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

1. **Employer's Liability:** The contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain, and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee and Five Hundred Thousand Dollars (\$500,000) per aggregate.

2. **Policies:** Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:

- Certificates of Insurance evidencing the required coverage;
- Names and addresses of companies providing coverage
- Effective and expiration dates of policies; and
- A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.

3. **Insurance Cancellation or Modification:** Should any required insurance policies be canceled before the expiration date or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

4. **Waiver of Subrogation:** Contractor hereby waives any and all rights of subrogation against the City, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy not specifically prohibiting such an endorsement or voids coverage should the Contractor enter into such agreement/contract on a pre-loss basis.

5. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions

set forth above within ten (10) days after notification of the award of the agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

#### **6.5. Submission Format Requirements**

Proposals must be submitted electronically through the eBid System (<https://pompanobeachfl.ionwave.net>) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at <http://www.pompanobeachfl.ionwave.net/>. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will in no way be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

## **7. EVALUATION AND AWARD**

### **7.1. Minimum Eligibility Requirements**

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive

### **7.2. Evaluation Committee**

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Repair and Maintenance Services Agreement.

### **7.3. Evaluation Process**

Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
6.1	Proposer's Qualifications and Experience	60
6.2	Cost Proposal	35
6.3	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

### **7.4. Tie Breaker:**

In case where there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

- 1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
- 2) Local Business Program Participation
- 3) Closest Proximity/Location to the Project site
- 4) Coin Toss

### **7.5. Technicalities:**

Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend for Procurement and Contracts Department staff to negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

### **7.6. Committee's Recommendations:**

The Evaluation Committee may recommend rejecting any proposals or awarding the As-Needed Repair and Maintenance of Electrical Switchgears

A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

### **7.7. Negotiations:**

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom

the City is negotiating.

#### **7.8. Determination of Award:**

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

### **STANDARD PROVISIONS**

#### **7.9. RFP Conditions and Provisions**

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

#### **7.10. Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

#### **7.11. Withdrawal Of Proposals**

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

#### **7.12. Protest Procedures**

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

#### **7.13. Familiarity With Laws**

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

#### **7.14. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reason, Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

### **7.15. Contract Terms**

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

### **7.16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

### **7.17. Manner of Performance**

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

### **7.18. Quality**

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval.

### **7.19. Omissions**

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

### **7.20. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

### **7.21. Composition Of Project Team**

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by

both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

#### **7.22. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

#### **7.23. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

#### **7.24. Governing Law**

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida.

#### **7.25. Relationship to the City**

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

#### **7.26. Cone of Silence**

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

#### **7.27. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

#### **7.28. Conflict Of Interest**

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

#### **7.29. Lobbying**

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of

clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person, entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

#### **7.30. Right to Inspect or Audit**

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

#### **7.31. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

#### **7.32. Drug-Free Workplace**

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

#### **7.33. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not

submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **7.34. Patent Fees, Royalties, And Licenses**

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

#### **7.35. Price Adjustments**

Price adjustments shall be handled on a case-by-case basis. Before any price adjustments are made, the reason must be provided in writing and accepted by the Director of Procurement and Contracts.

#### **7.36. Invoicing/Payment**

All invoices should be sent to the City of Pompano Beach, Water Treatment Plant Superintendent, 1210 NE 5<sup>th</sup> Avenue, Pompano Beach, Florida, 33060. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

#### **7.37. Taxes**

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

#### **7.38. Force Majeure**

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

#### **7.39. Public Records**

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, 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 Section 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 the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
- d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the

service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

**7.40. Public Records Custodian:**

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

CITY CLERK  
100 W. Atlantic Blvd., Suite 253,  
Pompano Beach, Florida 33060  
(954) 786-4611

[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)

## **8. ADDENDA**

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, it will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

## **9. ATTACHMENTS AND EXHIBITS**

### **9.1. Appendix - City Forms**

Exhibit A - Local Business Participation Form  
Exhibit B - Letter of Intent Form  
Exhibit C - Local Business Unavailability Form  
Exhibit D - Good Faith Effort Form  
Exhibit E - Local Subcontractor Utilization Report  
Exhibit F - References  
Exhibit G - Contractor Performance Report  
Exhibit H - Disclosure Of Potential Conflict Of Interest And Conflicting Employment Or Contractual Relationship

# Online Questions & Answers

## Event Information

Number: RFP25-010  
Title: As-Needed Repair and Maintenance of Electrical Switchgears  
Type: Request for Proposals  
Issue Date: 12/30/2024  
Question Deadline: 1/21/2025 05:00 PM (ET)  
Response Deadline: 2/4/2025 02:00 PM (ET)  
Notes: The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for As-Needed Repair and Maintenance of Electrical Switchgears.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at <https://pompanobeachfl.ionwave.net/>. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (<https://pompanobeachfl.ionwave.net>), referred to hereinafter as the eBid System, on or before the date and time stated in Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any

Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

## Published Questions

Question: Can we get the addresses and locations where the equipment is located?

Answer: Water Treatment Plant- 1205 NE 5 Ave, Reuse Plant- 1799 N Federal Hwy. Indian Mound Pump Station- 1232 Hibiscus, along with 25 various well sites located throughout the City of Pompano, FL

Asked: 1/21/2025 07:54 AM (ET)

Question: Are the minutes from the prebid meeting available

Answer: A system-generated text of the meeting is available on the following link:

[s3://copb-purchasing/RFP25-010\\_As-Needed\\_Repair\\_and\\_Maintenance\\_of\\_Electrical\\_Switchgears/GMT20250113-143910\\_Recording.cc.vtt](s3://copb-purchasing/RFP25-010_As-Needed_Repair_and_Maintenance_of_Electrical_Switchgears/GMT20250113-143910_Recording.cc.vtt)

Please note:

Minutes of the pre-proposal meeting, which is a record of verbally provided information, shall not be binding upon the City. The solicitation document, Ionwave attachments, responses in the questions feature, and addenda represent the City's official information for this RFP.

Asked: 1/21/2025 07:54 AM (ET)

Question: Does all equipment to be tested have appropriate arc flash labels?

Answer: Cannot be verified at this time.

Asked: 1/21/2025 07:54 AM (ET)

Question: Confirm 4160 equipment has IR inspection windows, if not infrared scanning cannot be completed

Answer: There are no inspection windows on the 4160 equip.

Asked: 1/21/2025 07:54 AM (ET)

Question: Under scope of services Are sections 4.1 & 4.2 to be lump sum pricing for testing of listed equipment or are they for reference only Section 4.3 is labor rate and material markup for repairs and maintenance, or is the labor rate & mark up the only pricing required for this RFP

Answer: Sections 4.1 & 4.2 are provided for informational purposes. Section 4.3 is Cost of Labor & Materials.

Asked: 1/21/2025 07:54 AM (ET)

Question: Is it possible to schedule a site visit

Answer: Site visit will only be provided to the awarded proposer(s).

Asked: 1/21/2025 07:53 AM (ET)

# **EXHIBIT – "B"**

## **CONTENT:**

1. Insurance Requirements
2. Approved Insurance

**EXHIBIT B - INSURANCE REQUIREMENTS  
SERVICE AGREEMENT # 12870**

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

**EXHIBIT B - INSURANCE REQUIREMENTS**  
**SERVICE AGREEMENT # 12870**

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**Type of Insurance** **Limits of Liability**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and  
\$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
— CG2010	ongoing operations (or its' equivalent)
— CG 2037	completed operations (or its' equivalent)
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

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**AUTOMOBILE LIABILITY:**  Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
XX owned	
XX hired	
XX non-owned	

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**REAL & PERSONAL PROPERTY**

— comprehensive form	Agent must show proof they have this coverage.
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**EXCESS LIABILITY**

\* Must written on a true follow form basis.

Per Occurrence Aggregate

XX other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
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**EXHIBIT B - INSURANCE REQUIREMENTS  
SERVICE AGREEMENT # 12870**

<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>	Per Occurrence	Aggregate
XX * Policy to be written on a claims made basis.	\$1,000,000	\$1,000,000

**CONTRACTOR** is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

<b>PROFESSIONAL LIABILITY</b>	Per Occurrence	Aggregate
— * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

**CONTRACTOR** is required to provide Professional Liability if engineering and design is used.

<b>CYBER LIABILITY</b>	Per Occurrence	Aggregate
— * Policy to be written on a claims made basis	\$3,000,000	\$3,000,000
— Network Security / Privacy Liability		
— Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
— Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)		
— Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

<b>CRIME LIABILITY</b>	Per Occurrence	Aggregate
— * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

**EXHIBIT B - INSURANCE REQUIREMENTS  
SERVICE AGREEMENT # 12870**

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. Florida Statute Section 255.05, requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000 even though the cost of each service line installation and connection is less than \$200,000. The payment and performance bond amount must be equal to the project size.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/31/2025

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN102796740-MILLE-GAWU-24-25 RFP25		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: American Casualty Company of Reading, PA INSURER C: Transportation Insurance Co INSURER D: Continental Insurance Company INSURER E: INSURER F:
INSURED MILLER ELECTRIC COMPANY PO BOX 1799 JACKSONVILLE, FL 32201		NAIC # 20443 20427 20494 35289

COVERAGES CERTIFICATE NUMBER: NYC-012321154-01 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GL 7092778897	10/01/2024	10/01/2025	EACH OCCURRENCE	\$	12,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	OTHER:						MED EXP (Any one person)	\$	25,000
							PERSONAL & ADV INJURY	\$	12,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY	Y	Y	BUA 7092778902	10/01/2024	10/01/2025	GENERAL AGGREGATE	\$	14,000,000
	SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG	\$	14,000,000
								\$	
							Auto Physical Damage	\$	Included
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUE 7094548497	10/01/2024	10/01/2025	EACH OCCURRENCE	\$	5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$	5,000,000
								\$	
B D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N/A	Y	WC 7 92781590 (AOS) WC 7 92783954 (CA) WC 7 92798289 (AZ, OR, WI)	10/01/2024 10/01/2024 10/01/2024	10/01/2025 10/01/2025 10/01/2025	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

PROJECT: ELECTRICAL WORK PERFORMED BY MILLER ELECTRIC COMPANY; NUMBER: RFP25-010.

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT:

WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSUREDs IS PRIMARY & NON-CONTRIBUTORY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

## CERTIFICATE HOLDER

## CANCELLATION

THE CITY OF POMPANO BEACH FLORIDA  
ATTN: JEFF ENGLISH  
1189 NORTHEAST THIRD AVENUE, BLDG C  
POMPANO BEACH, FL 33060

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

AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY  MARSH USA, LLC.	NAMED INSURED  MILLER ELECTRIC COMPANY PO BOX 1799 JACKSONVILLE, FL 32201
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER

#### SCHEDULE

1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.

FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.

#### 2. NAME:

NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/09/2025

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

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
INSURED MILLER ELECTRIC COMPANY PO BOX 1799 JACKSONVILLE, FL 32201	E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURER A : Continental Casualty Company		20443
INSURER B : American Casualty Company of Reading, PA		20427
INSURER C : Transportation Insurance Co		20494
INSURER D : Continental Insurance Company		35289
INSURER E : _____		_____
INSURER F : _____		_____

COVERAGES      CERTIFICATE NUMBER: NYC-012321154-03      REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	COMMERCIAL GENERAL LIABILITY		Y	Y	GL 8033391088	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 12,000,000			
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
								MED EXP (Any one person) \$ 25,000			
								PERSONAL & ADV INJURY \$ 12,000,000			
								GENERAL AGGREGATE \$ 14,000,000			
A	AUTOMOBILE LIABILITY		Y	Y	BUA 8033391091	10/01/2025	10/01/2026	PRODUCTS - COMP/OP AGG \$ 14,000,000			
	ANY AUTO							COMBINED SINGLE LIMIT (Ea accident) \$ 12,000,000			
	OWNED AUTOS ONLY							BODILY INJURY (Per person) \$			
	HIRED AUTOS ONLY							BODILY INJURY (Per accident) \$			
	NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$			
D	UMBRELLA LIAB		X	OCCUR	CUE 7094548497	10/01/2025	10/01/2026	Auto Physical Damage \$ Included			
	EXCESS LIAB							EACH OCCURRENCE \$ 5,000,000			
								AGGREGATE \$ 5,000,000			
								\$			
B D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N N	N / A	Y	WC 833425613 (AOS) WC 833451421 (CA) WC 833452858 (AZ, OR, WI)	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	PER STATUTE \$ OTHER \$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
									E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

**APPROVED** *David Daley*  
By David Daley at 12:38 pm, Sep 11, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: ALL ELECTRICAL AND LOW-VOLTAGE WORK PERFORMED BY MILLER ELECTRIC COMPANY PER RFP25-010: AS-NEEDED REPAIR AND MAINTENANCE OF ELECTRICAL SWITCHGEARS - (MECO CR#6171).

ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT:  
WHERE REQUIRED BY CONTRACT, COVERAGE PROVIDED TO THE ADDITIONAL INSURED IS PRIMARY & NON-CONTRIBUTORY.  
WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT AND WHERE NOT PROHIBITED BY LAW.

CERTIFICATE HOLDER		CANCELLATION	
CITY OF POMPANO BEACH 100 WEST ATLANTIC BOULEVARD POMPANO BEACH, FL 33060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE <i>March USA LLC</i>	

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.♦		NAMED INSURED MILLER ELECTRIC COMPANY♦ PO BOX 1799♦ JACKSONVILLE, FL 32201	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

♦♦

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE \$500♦

♦

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY: ♦

IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER ♦

SCHEDULE ♦

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2. NAME: ♦

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