

## SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by the **City of Pompano Beach** ("City") and **Electric Power Switchgear Inc.**, a Florida Profit 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, and

**WHEREAS**, City Charter Code 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 Scope of Work and RFP25-010 set forth in Exhibit "A" (the "Work") and, the Insurance Requirements set forth in Exhibit "B" and, 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 and RFP25-010 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, 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, with City Commission approval, shall have the option to renew this Agreement for an additional two (2) one-year terms.

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 requested by City 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.

B. 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 and 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:** Armando Padilla  
145 Costa Loop  
Auburndale, FL 33823  
Office: (407) 692-4720  
Email: electric1powers@gmail.com

**If to City:** Phil Hyer, Utilities Treatment Plant Contract Administrator  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-545-7030  
Email: Phil.Hyer@copbfl.com

**With a copy to:** Director of Procurement & Contracts  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
Phone: 954-786-4098  
Email: purchasing@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 electronic mail.

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](mailto: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 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**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**"CONTRACTOR"**

Witnesses:

[Signature]

Herman Martinez  
(Print or Type Name)

[Signature]  
Tommy Simpson  
(Print or Type Name)

Electric Power Switchgear Inc

By: M. Padilla

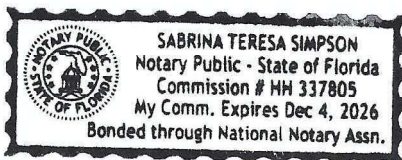
Marisol Padilla, President

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of November, 2025 by Marisol Padilla as President of Electric Power Switchgear Inc., a Florida Profit Corporation on behalf of the corporation who is personally known to me or who has produced FL. Drivers License as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF Florida

Sabrina Simpson  
(Name of Acknowledger Typed, Printed or Stamped)

HH337805  
Commission Number

**ELECTRIC POWER SWITCHGEAR INC.**

**SERVICE CONTRACT ID#12871**

**EXHIBIT "A"**



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



### **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:
  - a. Certificates of Insurance evidencing the required coverage;
  - b. Names and addresses of companies providing coverage
  - c. Effective and expiration dates of policies; and
  - d. 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 part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part 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**

## **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

EXHIBIT "D"  
SMALL BUSINESS ENTERPRISE  
GOOD FAITH EFFORT REPORT

RFP # RFP25-010

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

We are a Broward County CBE

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

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3. Did you send written notices to SBEs?

       Yes   X   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   X   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?

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

0%

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

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Note: Please attach the unavailability letters with this report.





**RFP25-010**

**Mills Electric Service, Inc  
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)

## Mills Electric Service, Inc Information

Contact: Jim Stubblefield  
Address: 830 NW 57 Ct  
Fort Lauderdale, FL 33309  
Phone: (954) 640-5262  
Email: Generalmail@millselec.com  
Web Address: www.millselec.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).

JAMES STUBBLEFIELD

Signature

Submitted at 2/4/2025 01:09:15 PM (ET)

Tammy@millselec.com

Email

## Requested Attachments

### Proposal

Table of Contents and docs new1.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

Exhibit D - Good Faith Effort 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

Pages from Table of Contents and docs new1.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.

1000.00 All rates are per technician Infrared scanning and switchgear testing requires a 3 man crew and emergency service is a 3 hour minimum

### 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)

162.500 All rates are per technician Infrared scanning and switchgear testing requires a 3 man crew and emergency service is a 3 hour minimum

**3 LOT I – COST OF LABOR**

Item C - Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour)

187.50 All rates are per technician Infrared scanning and switchgear testing requires a 3 man crew and emergency service is a 3 hour minimum

**4 LOT I – COST OF LABOR**

Item D - Holidays, Regardless of Time (Cost per Hour)

200.00 All rates are per technician Infrared scanning and switchgear testing requires a 3 man crew and emergency service is a 3 hour minimum

**5 LOT I – COST OF LABOR**

Item E - Emergency Service (Cost per Hour w/3-Hour Minimum)

187.50 All rates are per technician Infrared scanning and switchgear testing requires a 3 man crew and emergency service is a 3 hour minimum

**6 LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS**

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.

**7 LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL**

Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work

**8 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree**9 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes**10 Local Business Participation Percentage**

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.

**11 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)**

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.

☒ 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.

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

RFP #: RFP25-010 Tentative City Commission Meeting Date\*: TBD

RFP Title: As-Needed Repair and Maintenance of Electrical Switchgears # Notified: 631 # Downloaded: 25  
 # 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
Miller Electric Co.	76.71	Highest Ranked
Electric Power Switchgear, Inc.	73.48	2nd Highest Ranked
MP Predictive Technologies Inc.	67.05	3rd Highest Ranked
Mills Electric Service, Inc	66.79	4th Highest Ranked
360 Electrical & Engineering S	62.10	5th Highest Ranked
Wesworth Electric	61.75	6th Highest Ranked
Integrated Power Services (IPS)	61.66	7th Highest Ranked
TRC Engineers Inc	56.03	8th Highest Ranked
D&D Industrial Solutions	51.03	9th Highest Ranked
Anchor Mechanical, Inc.	44.21	10th Highest Ranked

Under Section 7 of the Request for Proposals (RFP), the City may award to one or more ranked responsive and responsible proposers. Following the evaluation process, the Evaluation Committee recommended proceeding to negotiation and contract execution with the three highest-ranked firms. All proposers were determined to be responsive and responsible in accordance with the requirements outlined in the RFP.

The review of all proposals confirmed that the submittals from Miller Electric Co., Electric Power Switchgear, and MP Predictive Technologies met all requirements and were the three highest-ranked proposers. Accordingly, these firms were recommended for award.

During the negotiation phase, the City of Pompano Beach was unable to reach mutually agreeable contract terms with the third-highest-ranked firm. In accordance with Section 7 of the RFP, which allows an award to one or more responsive and



Florida's Warmest Welcome

**Procurement & Contracts Department**  
**Mary Rivero, Director**  
[mary.rivero@copbfl.com](mailto:mary.rivero@copbfl.com)

responsible proposers, the City proceeded to negotiate with the next-highest-ranked proposer, Mills Electric Service, Inc. Based on successful negotiations, staff recommends that Mills Electric Service, Inc. be added to the pool of awarded vendors along with Miller Electric Co. and Electir Power Switchgear, Inc.

Additionally, during the negotiation phase, the City's insurance requirements were revised to reflect updated coverage standards for awarded proposers. These revised insurance requirements have been incorporated into the final negotiated agreements to ensure compliance with the City's current risk management standards.

By: Eric Seifer Date: 10/30/2025  
(Purchasing Supervisor)



Florida's Warmest Welcome

## **EXHIBIT B INSURANCE REQUIREMENTS**

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) Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Pompano Beach”.

(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
XX_	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	
XX	CG2010	ongoing operations (or its' equivalent)
XX	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 \$2,000,000 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
XX	owned	(Florida's Minimum Coverage)
XX	hired	
XX	non-owned	

## EXCESS LIABILITY

\* Must written on a true follow form basis.

	Per Occurrence	Aggregate
other than umbrella property damage combined	bodily injury and	\$2,000,000      \$2,000,000

(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
- (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. Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or

acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

H. Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

J. Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

K. Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.



**RFP25-010**

**Electric Power Switchgear, Inc  
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)

## Electric Power Switchgear, Inc Information

Address: 145 Costa Loop  
Auburndale, FL 33823  
Phone: (407) 692-4720  
Fax: (407) 692-4720

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).

Armando Padilla

Signature

Submitted at 1/31/2025 05:32:32 PM (ET)

apower.switchgear@gmail.com

Email

## Requested Attachments

### Proposal

POMPANO PROPOSAL (2)-  
agreement draft-1 - signed (1)  
(1).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

EXHIBIT C AND D.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

EXHIBIT C.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.

1280

### 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)

240

### 3 LOT I – COST OF LABOR

Item C - Weekends, Saturdays, and Sundays, Regardless of Time (Cost per Hour)

240

**4 LOT I – COST OF LABOR**

Item D - Holidays, Regardless of Time (Cost per Hour)

**5 LOT I – COST OF LABOR**

Item E - Emergency Service (Cost per Hour w/3-Hour Minimum)

**6 LOT II – PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS**

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.

**7 LOT III – PERCENTAGE MARK-UP ON EQUIPMENT RENTAL**

Percentage Mark-Up above Contractor's Cost for Rental Equipment used during the Performance of the Work

**8 Terms & Conditions**

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree**9 Acknowledgement of Addenda**

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes**10 Local Business Participation Percentage**

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.

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☒ Certified**12 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.

**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.**

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- (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



City of Pompano Beach RFP  
25 010

As needed repair and maintenance of electrical switchgears

Proposal From: Electric Power Switchgear inc

Address: 145 costa loop, Auburndale, Florida 33823O

Tel: 407-692-4720

Email:ectric1powers@gmail.com

Contact name: Armando Padilla

Date: 01/30/2025

Section	Page
6.1.1 Title page	1
6.1.2 Contents	2
6.1.3 Letter of interest	3
6.1.4 Understanding of project	4 to 9
6.1.5 Organizational chart	10
6.1.6 Statement of skills	11to12
6.1.7 OSHA compliance	no violations
6.1.8 Copy of certifications	not available
6.1.9 Conflicts of interest	none
6.1.10 Unique capalabilities	13
6.1.11 Litigation	none
6.1.12 References	14-15
6.1.13 Office location	16

Electric Power Switchgear inc 145  
Costa Loop  
Auburndale  
Florida 33823

Tax ID 82-3410046

Tel 407-692-4720

Email: Electric1powers@gmail.com

RFP 25 010 As needed repair and maintenance of electrical switchgear  
Dear City of Pompano Beach,

Electric Power Switchgear has read the request for proposal, we are familiar with the scope of work in the request, we are also familiar with the location of assets in the scope, and we are enthusiastic to continue to serve the City of Pompano Beach.

We are aware of the criticality of the equipment and the importance of a maintenance program to the reliability and the length life of the equipment.

If we are selected for this project, maintenance operation and procedures will be conducted by personnel, experienced in Electrical preventive maintenance and testing. Electric Power Switchgear, will observe OSHA, lock out tag out, safety procedures.

A successful preventive maintenance program must be a planned effort, we will work with City staff to ensure that maintenance procedures do not conflict with operational schedules, or result in unplanned power outages. We will observe arc flash ratings, and use appropriate PPE.

We trust that a review of our proposal will find that Electric Power Switchgear is qualified, and meets the City of Pompano Beach of Pompano Beach requirement for selection.

  
Marisol Padilla (Jan 31, 2025 09:53 EST)

Signed Marisol Padilla

Chief executive officer

145 COSTA LOOP|AUBURNDALE, FLORIDA 33823|407-692-4720  
[Electric1powers@gmail.com](mailto:Electric1powers@gmail.com)

---

DATE: 01/28/2025

**REFERENCE: The City of Pompano Beach - Switchgear Maintenance and Testing**

**RFP 010**

### **Scope of work Task 1- Infrared Testing of Electrical Components**

#### **Purpose**

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 accompanied by a temperature rise, which is detected by infrared scanning. This survey will be performed while system is loaded, representing "normal" operation.

We recommend performing an infrared check on your electrical equipment once a year. The following areas listed below are critical and require maintenance ASAP.

#### **Benefits.**

Infrared surveys and inspections provide early detection of electrical weaknesses in the system. Early mitigation, avoids catastrophic breakdown, resulting in reduced cost of repairs, less downtime and improved safety.

#### **Understanding.**

Electric power Switchgear understands that the scope of work is to perform infrared testing on the equipment listed in the scope of work for task 1. List of equipment and locations can be found on pages 5 and 6. We will perform infrared testing at listed locations, and provide report of survey with advise on any needed corrective actions. Electric power switchgear understands that any needed repairs resulting from infrared survey will be completed on a schedule to be determined by the City of pompano beach.

Infrared testing requires removal of panel covers, assistance will be needed from City staff to remove and reinstall panel covers.



## Locations to Conduct Infrared Scanning:

### Water Treatment Plant

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

Locations to conduct infrared scanning

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
	Qty
Palm Air Switchgear Areas	1
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

## Scope of work TASK-2      Electrical preventive maintenance

### purpose

Electrical distribution, switchgear, and control systems are complex and expensive assets that need to be effectively maintained so they operate at optimum performance over their serviceable life.

### benefits

A well planned maintenance program, will increase system reliability and save money by reducing downtime , and extending the life of the equipment. A well maintained system will improve plant safety

### Understanding

Electric power switchgear, understands that the scope of work for task-2 is to perform the preventive maintenance procedures, and Electrical testing procedures at the locations listed in the scope of work. The list of procedures and location can be found on page 8 and 9. Electric power switchgear understands that both task 1 and task- 2 can be added to or subtracted from as the city needs. Electric power switchgear understands that the listed procedures for task-2 are preventive maintenance procedures, and electrical testing procedures. Needed repairs that is beyond the preventive maintenance scope, will be completed on a schedule to be determined by the City of pompano beach. Electric power switchgear understands that some equipment testing or maintenance procedure may require shut down of the equipment or device. Alternative system power configuration via tie breakers or generators will be used if needed. Electric power switchgear understands how important it is to plan and coordinate with city staff to achieve a successful outcome.



- **Breakers will be removed from designated cubicle**
- **Breakers will be inspected**
- **Breakers will be inspected**
- **Breakers will be dismantled**
- **Breakers will be cleaned and lubed**
- **Breakers will be Electrically tested(charge, closed, tripped, megger)**
- **Breakers will be re- installed in original destination**
- **All Breaker programmers will be solid state tested**

**Maintenance procedure: Main Electrical Switchgear room in membrane building**

- Breakers will be removed from designated cubicle
- Breakers will be visually inspected
- Breakers will be partially dismantled
- Breakers will be cleaned and lubed
- Breakers will be Electrically tested (charge, closed, tripped, Megger)
- Breakers will be re-installed in the original destination
- All Breaker Programmers will be Solid State Tested

**Maintenance procedure: Unit Substation TU-2**

Electrical Testing will be performed on the equipment listed below.

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

**Maintenance procedure: 5KV Switchgear Substation TU1**

Electrical Testing will be performed on the equipment listed below

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

**Maintenance procedure: 480V Switchgear unit substation 90 SB1 lime building**

Electrical Testing will be performed on the equipment listed below

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



## **SWITCHGEAR ELECTRICAL TESTING**

### **5KV & 480-volt Switchgear Electrical Testing**

#### **Testing Procedure**

- Open Disconnect
- Isolate Substation from any other sources
- Discharge every line and load switch
- Ground main incoming bus to the Substation
- Remove main breaker and load breakers from cubicle
- Vacuum clean all compartments
- Lubricate breaker and cubicle stubs
- Clean main and arcing contacts at the switches

#### **5KV Switchgear Electrical Testing**

#### **Testing procedure:**

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

#### **480-volt Switchgear Electrical Testing**

#### **Testing procedure**

- Calibrate AC Meters according to ratio
  - Solid state Breaker's programmer for long time, short time, ground and instantaneous trip states
  - Megger breaker before and after
  - Contact resistance breaker before and after
  - Mechanical test breaker (Charge, close and trip)
- 
- Customer will provide someone to open all the electrical equipment.
  - Switching is not included in the proposed scope of work.
  - Locking out and tagging out as required.
  - Providing clear access to equipment.
  - Arranging and paying for any utility outages that may be required along with repairs and part replacement.

## Organizational chart: Electric power switchgear

Type S corporation

Responsibilities

CEO

Marisol Padilla

Business Administration

Consultant and field Engineer

Armando Padilla

Scheduling, Field operations. Testing and maintenance. Preparing reports.

Armando Padilla is the contact person, for planned maintenance and emergencies, performance of the maintenance and testing procedures. compile reports, consult with City staff.

## Training and Qualifications

- 1) Preventive Maintenance for High Voltage Systems
- 2) Preventive Maintenance for Medium Voltage Systems
- 3) Preventive Maintenance for Low Voltage Systems
- 4) NEMA 1 (National Electrical Manufacturers Association)
- 5) NEMA 2 National Electrical Manufacturers Association

Above is a list of training on preventive maintenance that Armando Padilla has received. Knowledge and skills gained in these courses are necessary to fulfill the preventive maintenance tasks listed in the RFP .

The National Electrical Manufacturers Association set the standard for manufacturing electrical equipment. Electrical equipment are tested to ensure function, and safety to life and property. Equipment are graded based on operating voltages and installed environment. Example: wet or dry locations. Dust in low, medium or high voltage systems is a fire hazard. keeping equipment dry and dust free is required preventive maintenance. Temperature and condensation are also factors to consider for maintenance of switchgear

Due to the hazards of Medium and high voltage systems, personnel working on these systems require specialized training to work safely and effectively

### Electrical testing Training courses

- Hi-Pot Testing
- Thermographic (Infrared)
- Megger Testing
- Transformer Testing (TTR) Turn to Turn Ratio
- Relay Testing
- Low Voltage Breaker Conversion
- Medium Voltage Breaker Conversion
- Load Bank Testing on Generators
- Motor Control Testing
- AC and DC Motors
- All types of Switchgear, General Electric, Westinghouse, ABB, Siemens, Eaton, Square D, Magnablast and others.
- Two point and three point Ground Testing.
- Power Monitoring and Analyzing

**Electrical testing:** Will be performed by Armando Padilla of Electric power switchgear  
above is a list of training on electrical testing methods that he has received, this knowledge is essential to the electrical testing portion of the switchgear maintenance

### Experience

	Years
Company	
General Electric Company	18
Longo Industries	10
Emerson Company	8
Powell Industries	2
Nasa (Arc Flash Study)	2
Electric Power Switchgear	9

Armando Padilla has worked in the field of Electrical testing and preventive maintenance for 49 years. Above is a list of companies and number of years worked.

Thank you for allowing Electric Power Switchgear Inc. the opportunity to serve you. Should you have any questions about this quotation, please feel free to contact me at any time at 407.692.4720 or [Electric1powers@gmail.com](mailto:Electric1powers@gmail.com)

We look forward to working with you on this project.



## Unique capabilities

some of the switchgear listed in the scope of work is no longer made or supported by the manufactures. Electric power switchgear, has developed a network to source parts for this equipment. This is valuable to reduce lead times for parts, and down time of electrical equipment.

customer	contact person	phone number
Astec	Randall Angela	297-582-2558
MercyHospital	Thomas Andor	305-285-5065
Estates of Auburndale	Bill Fox	586-850-7224
somerset park	Andres	407-405-4379
lake Nluff	Jose	407-922-0718
Coral Estates	Gregory	504-616-5509
Smart Homes	Ralph Castillo	305-690-3553
Berkley ridge	Patric Dume	407-910-4348
Marriott Hotel in Marco Island	Christopher	813-309-720
Marriott Hotel Tampa	Christopher	813-309 7620

The projects listed above were similar in scope, infrared testing ,and or preventive maintenance.

comPanY name Electric Power switchgear

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:	ASTE C		
Contact Person:	RANDALL ANGELLA		
Contact's Email:	Rangela@astecaruba.com		
Contact's Phone:	(297) 582- 2558	Date(s) of Service:	2024
Scope of Work:	TESTING AND MAINTENANCEOF ELECTRICAL SWITCHGEAR		

REFERENCE 2			
Name of Firm:	MERCY HOSPITAL		
Contact Person:	THOMAS ANDOR		
Contact's Email:	andor@hcahealthcare.com		
Contact's Phone:	(305) 285-5065	Date(s) of Service:	2024
Scope of Work:	TESTING AND MAINTENANCEOF ELECTRICAL SWITCHGEAR		

REFERENCE 3			
Name of Firm:	SUMMERSET PARK		
Contact Person:			
Contact's Email:	ardres.arbelaezsP@cloud.com		
Contact's Phone:	(407) 405__7379	Date(s) of Service:	2024
Scope of Work:	TESTING AND MAINTENANCE OF ELECTRICAL SWITCHGEAR		

## OFFICE LOCATION

145 COSTA LOOP, ABERNETHY, FLORIDA 33823

ADMINISTRATIVE STAFF : MARISOL PADILLA

Electric power switchgear, look forward to serving the City of Pompano Beach








# POMPANO PROPOSAL (2)-agreement draft-1

Final Audit Report

2025-01-31

Created:	2025-01-31
By:	Donovan Evans (evadon2500@yahoo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI8caFFE8IOpkYqLew6rxkYlhAvwk3cG

## "POMPANO PROPOSAL (2)-agreement draft-1" History

-  Document created by Donovan Evans (evadon2500@yahoo.com)  
2025-01-31 - 2:45:10 PM GMT
-  Document emailed to Marisol Padilla (marisolv1031@gmail.com) for signature  
2025-01-31 - 2:45:29 PM GMT
-  Email viewed by Marisol Padilla (marisolv1031@gmail.com)  
2025-01-31 - 2:50:44 PM GMT
-  Document e-signed by Marisol Padilla (marisolv1031@gmail.com)  
Signature Date: 2025-01-31 - 2:53:54 PM GMT - Time Source: server
-  Agreement completed.  
2025-01-31 - 2:53:54 PM GMT

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

RFP # 25-010

I, Marisol Padilla  
 (Name and Title)

of Electric Power Switchgear, certify that on the 27 day of

January 2025 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.)
<u>DM Power Services, 3522 Powderline rd</u>	<u>561-808-1350</u>	
<u>Regal Power inc 3260 NW 23 Av</u>	<u>954-532-22-69</u>	
<u>United Power Consultants</u>	<u>800-738-6159</u>	

**Said Local Businesses:**

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

Signature: M. PadillaDate: 1-27-2025

**Note:** Attach additional documents as available.

EXHIBIT "D"  
SMALL BUSINESS ENTERPRISE  
GOOD FAITH EFFORT REPORT

RFP # 25-010

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

Routine MAINTENANCE removing CLEANING  
AND Re-INSTALLING, Must have Knowledge  
of working with Medium Voltage equipment.

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

TALKED ON Phone, Regal Power showed  
some interest, so i sent the RFP and  
Letter of intent by EMAIL, said they were very busy

3. Did you send written notices to SBEs?

ALL No REPLY

☐ 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?

Still Looking for SBE with  
Medium Voltage Experience.

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

HAVE NOT FOUND SBE WITH Experience needed



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

The scope of work on this  
Project, requires Personnel Experienced  
in working with Medium Voltage Systems  
We did not find SBE from the list  
on Website.

Note: Please attach the unavailability letters with this report.

**ELECTRIC POWER SWITCHGEAR INC.**

**SERVICE CONTRACT ID#12871**

**EXHIBIT “B” – INSURANCE REQUIREMENTS**

## **EXHIBIT B INSURANCE REQUIREMENTS**

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) Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Pompano Beach”.

(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
XX	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	
XX	CG2010	ongoing operations (or its' equivalent)
XX	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 \$2,000,000 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
XX	owned	(Florida's Minimum Coverage)
XX	hired	
XX	non-owned	

## EXCESS LIABILITY

\* Must written on a true follow form basis.

	Per Occurrence	Aggregate
other than umbrella property damage combined	bodily injury and	\$2,000,000      \$2,000,000

(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
- (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. Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or



acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

H. Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

J. Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

K. Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2025

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).

<b>PRODUCER</b> Barfield Insurance & Financial Service 110 SPIRIT LAKE RD #5, WINTER HAVEN, FL 33880	<b>CONTACT</b> NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Progressive Express Insurance Company		10193
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

<b>INSURED</b> Electric Power Switchgear Inc 145 Costa Loop Auburndale, FL 33823	<b>INSURER A :</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 734367811915102680D110725T153931

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	985396571	08/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	A				REF. STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	985396571	08/15/2025	08/15/2026	\$

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<b>AGENCY</b> Barfield Insurance & Financial Service		<b>NAMED INSURED</b> Electric Power Switchgear Inc 145 Costa Loop Auburndale, FL 33823
<b>POLICY NUMBER</b> 985396571		
<b>CARRIER</b> Progressive Express Insurance Company	<b>NAIC CODE</b> 10193	<b>EFFECTIVE DATE:</b> 08/15/2025

### ADDITIONAL REMARKS

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

#### Description of Location/Vehicles/Special Items

##### Scheduled autos only

2022 TOYOTA TUNDRA 5TFJA5DB1NX026597



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2025

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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (888) 202-3007 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> contact@hiscox.com
<b>INSURED</b> Electric Power Switchgear Inc 145 Costa Loop Auburndale, FL 33823	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company Inc <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 10200

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P100.795.485.5	12/15/2025	12/15/2026	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

**APPROVED**

By David Daley at 6:40 pm, Nov 20, 2025

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

**CERTIFICATE HOLDER**City of Pompano Beach  
100 W Atlantic Blvd  
Pompano Beach, FL 33060**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 2/19/2025

**EXPIRATION DATE:** 2/19/2027

**PERSON:** MARISOL PADILLA

**EMAIL:** MARISOLP1031@GMAIL.COM

**FEIN:** 823410046

**BUSINESS NAME AND ADDRESS:**

ELECTRIC POWER SWITCHGEAR INC

**APPROVED** *David Daley*  
**By David Daley at 12:31 pm, Nov 25, 2025**

145 COSTA LOOP

AUBURNDALE, FL 33823

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to [www.myfloridalicense.com](http://www.myfloridalicense.com).

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IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.



**City of Pompano Beach, Purchasing  
Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida, 33060**



Date: August 14, 2024

To: Armando Padilla  
Electric Power Switchgear Inc.  
145 Costa Loop  
Auburndale, Fl. 33823

**APPROVED** *David Daley*  
**By David Daley at 12:26 pm, Nov 25, 2025**

Dear, Mr. Padilla,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without this insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to the Purchasing office, Building C, 1190 N.E. 3 Avenue, Pompano Beach, 33060.

Very truly yours,  
Lori Frund  
UFO – Office Asst. II

Electric Power Switchgear Inc, has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida. Electric Power Switchgear Inc. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

*M. Padilla*  
Signature

8/14/2024  
Date

Marisol Padilla (owner)  
Name and Title (print)