



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

October 3, 2017

Mills Electric Service, Inc.
Attention: James Stubblefield
830 Northwest 57 Court
Fort Lauderdale, FL 33309
jstubby@millselec.com

EMAIL TRANSMITTAL

RE: Solicitation No. Y2113492B1, Electrical Maintenance and Repair

Dear Mr. Stubblefield:

This is to confirm that the Board of County Commissioners at its meeting held on October 3, 2017 under Agenda Item No. 17, has accepted your solicitation response on the subject solicitation.

A tabulation of all responses received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning October 3, 2017 and ending October 2, 2019. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: Nancy Olesen
Nancy Olesen, Purchasing Agent

Digitally signed by Nancy Olesen
DN: dc=city, dc=broward, dc=bc,
ou=Organization, ou=BCC, ou=PU, ou=Users,
cn=Nancy Olesen
Date: 2017.10.03 10:59:49 -0400

C: Carlos Garcia, Water and Wastewater Services
Ozell Murray, Water and Wastewater Services

Bid #Y2113492B1 - Electrical Maintenance and Repair

Creation Date Mar 13, 2017

End Date May 24, 2017 2:00:00 PM EDT

Start Date May 4, 2017 2:24:08 PM EDT

Awarded Date Oct 3, 2017

Y2113492B1--01-01 Water and Wastewater Services: Building 1 and 2					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$4,996.00	1 / each	\$4,996.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$11,600.00	1 / each	\$11,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Y2113492B1--01-02 Water and Wastewater Services: 4A Wastewater Treatment Plant					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$79,540.00	1 / each	\$79,540.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$125,200.00	1 / each	\$125,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Y2113492B1--01-03 Water and Wastewater Services: 1A Water Treatment Plant					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$24,357.00	1 / each	\$24,357.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$88,000.00	1 / each	\$88,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Y2113492B1--01-04 Water and Wastewater Services: 2A Water Treatment Plant					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$19,044.00	1 / each	\$19,044.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$24,800.00	1 / each	\$24,800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Y2113492B1--01-05 Water and Wastewater Services: Master Lift Station 452					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$2,000.00	1 / each	\$2,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] ★	First Offer - \$2,260.00	1 / each	\$2,260.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Y2113492B1--01-06 Water and Wastewater Services: Master Lift Station 455					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

FRANCIS URIEL ELECTRIC, INC.	First Offer - \$800.00	1 / each	\$800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] ★	First Offer - \$1,136.00	1 / each	\$1,136.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--01-07 Water and Wastewater Services: Master Lift Station 450					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$1,200.00	1 / each	\$1,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] ★	First Offer - \$1,619.00	1 / each	\$1,619.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-01 Facilities Management Division: 2nd Floor Main Electrical Room, Generator Room, and Fire Pump Room					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$6,335.00	1 / each	\$6,335.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$10,800.00	1 / each	\$10,800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-02 Facilities Management Division: 3rd Floor Electric Room - 1001-0002					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$4,554.00	1 / each	\$4,554.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$7,200.00	1 / each	\$7,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-03 Facilities Management Division: Generator Room and Print Shop; 1001-0003					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$1,600.00	1 / each	\$1,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] ★	First Offer - \$2,501.00	1 / each	\$2,501.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-04 Facilities Management Division: Main Switchboard Room and Generator Building; 1002-0001					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$5,128.00	1 / each	\$5,128.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$7,200.00	1 / each	\$7,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-05 Facilities Management Division: Main Electric Room and Generator Room; 1031-0003					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs


Mills Electric Service, Inc. [Ad] 	First Offer - \$3,588.00	1 / each	\$3,588.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$4,000.00	1 / each	\$4,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-06 Facilities Management Division: Mechanical Room and Electrical Room; 1001-0006					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$6,607.00	1 / each	\$6,607.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$11,200.00	1 / each	\$11,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-07 Facilities Management Division: East Wing Generator Room, and North Wing Main Electric Room; 1051-0003					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$8,901.00	1 / each	\$8,901.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$12,000.00	1 / each	\$12,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-08 Facilities Management Division: Midrise Building Main Electric Room and Generator Room; 1051-0005					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$6,365.00	1 / each	\$6,365.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$9,600.00	1 / each	\$9,600.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-09 Facilities Management Division: Main Electric Room, Room ESB-4 1553, Generator Room, and 5th Floor North Electric					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$10,924.00	1 / each	\$10,924.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$18,000.00	1 / each	\$18,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--02-10 Facilities Management Division: Electric Room and Generator Room; 1031-0002 West Regional Bus Terminal and West					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$2,954.00	1 / each	\$2,954.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$3,200.00	1 / each	\$3,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


Y2113492B1--03-01 Labor Services: Master Electrician- Regular Hours					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$70.00	600 / hour	\$42,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$95.00	600 / hour	\$57,000.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-02 Labor Services: Master Electrician- Non-regular Hours					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$105.00	160 / hour	\$16,800.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$120.00	160 / hour	\$19,200.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-03 Labor Services: Journeyman Electrician- Regular Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$65.00	8000 / hour	\$520,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$82.00	8000 / hour	\$656,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-04 Labor Services: Journeyman Electrician- Non-regular Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$65.00	1600 / hour	\$104,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$105.00	1600 / hour	\$168,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-05 Labor Services: Apprentice Electrician- Regular Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$45.00	6000 / hour	\$270,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$65.00	6000 / hour	\$390,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-06 Labor Services: Apprentice Electrician- Non-regular Hour					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$67.00	1000 / hour	\$67,000.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$82.50	1000 / hour	\$82,500.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Y2113492B1--03-07 Labor Services: Laborer - Regular Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$25.00	400 / hour	\$10,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Mills Electric Service, Inc. [Ad] ★	First Offer - \$50.00	400 / hour	\$20,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y2113492B1--03-08 Labor Services: Laborer Non-regular Hour

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$31.00	50 / hour	\$1,550.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Mills Electric Service, Inc. [Ad] ★	First Offer - \$70.00	50 / hour	\$3,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y2113492B1--03-09 Labor Services: Engineering Work - Regular Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$160.00	200 / hour	\$32,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Mills Electric Service, Inc. [Ad] ★	First Offer - \$200.00	200 / hour	\$40,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Y2113492B1--03-10 Labor Services: Infrared Scan - Regular Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$90.00	100 / hour	\$9,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$120.00	100 / hour	\$12,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


Y2113492B1--03-11 Labor Services: Infrared Scan - Non-regular Hours

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] ★	First Offer - \$125.00	20 / hour	\$2,500.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$180.00	20 / hour	\$3,600.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


Y2113492B1--03-12 Labor Services: Trainer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$70.00	20 / hour	\$1,400.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Mills Electric Service, Inc. [Ad] ★	First Offer - \$150.00	20 / hour	\$3,000.00		Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		


Y2113492B1--04-01 Drawbridge Maintenance and Repair: Drawbridge Electrical Repairs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Mills Electric Service, Inc. [Ad] 	First Offer - \$95.00	200 / hour	\$19,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$120.00	200 / hour	\$24,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			


Y2113492B1--04-02 Drawbridge Maintenance and Repair: Quarterly Drawbridge Motor Inspection Report

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$120.00	20 / each	\$2,400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$4,000.00	20 / each	\$80,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Y2113492B1--04-03 Drawbridge Maintenance and Repair: Unscheduled Motor Inspection/Testing Report

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$120.00	20 / each	\$2,400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$850.00	20 / each	\$17,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			


Y2113492B1--04-04 Drawbridge Maintenance and Repair: Emergency Mobilization for Drawbridge Repairs

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$140.00	10 / each	\$1,400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$550.00	10 / each	\$5,500.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			




Y2113492B1--05-01 Equipment Rental: Man Lift

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$300.00	20 / day	\$6,000.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$1,040.00	20 / day	\$20,800.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Y2113492B1--05-02 Equipment Rental: Scissor Lift

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
FRANCIS URIEL ELECTRIC, INC.	First Offer - \$315.00	20 / day	\$6,300.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Mills Electric Service, Inc. [Ad] 	First Offer - \$970.00	20 / day	\$19,400.00		Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

f FRANCIS URIEL ELECTRIC, INC.		\$1,461,250.00 (35/35 items)
Bid Contact	DELROY FRANCIS info@felectricservices.com Ph 954-289-3950 Fax 954-901-2605	Address 6055 WEST COMMERCIAL BLVD. TAMARAC, FL 33319
Qualifications	CBE DBE MBE SB SBE	
Agency Notes:		Supplier Notes: Head Attch: 
Bid Allowance		\$306,000.00
f Mills Electric Service, Inc. [Ad] 		\$2,109,209.00 (35/35 items)
Bid Contact	James Stubblefield jstubby@millselec.com Ph 954-640-5262 Fax 954-640-5263	Address 830 NW 57th Court Ft Lauderdale, FL 33309 Total Award Amount with allowances for 2 -year term is \$2,415,209.00
Supplier Code	VC0000025035	
Qualifications	CBE	
Agency Notes:		Supplier Notes: Head Attch: 
Bid Allowance	Note: Bid allowance amount is annual amount. Two-year term is \$612,000.00	
		\$306,000.00

*** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Mills Elecric Service, Inc.

Bid Contact **James Stubblefield**
jstubby@millselec.com
Ph 954-640-5262
Fax 954-640-5263

Address **830 NW 57th Court**
Ft Lauderdale, FL 33309

Supplier Code VC0000025035

Qualifications CBE

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
Y2113492B1--01-01	Water and Wastewater Services: Building 1 and 2	Supplier Product Code:	First Offer - \$4,996.00	1 / each	\$4,996.00	Y Y
Y2113492B1--01-02	Water and Wastewater Services: 4A Wastewater Treatment Plant	Supplier Product Code:	First Offer - \$79,540.00	1 / each	\$79,540.00	Y
Y2113492B1--01-03	Water and Wastewater Services: 1A Water Treatment Plant	Supplier Product Code:	First Offer - \$24,357.00	1 / each	\$24,357.00	Y
Y2113492B1--01-04	Water and Wastewater Services: 2A Water Treatment Plant	Supplier Product Code:	First Offer - \$19,044.00	1 / each	\$19,044.00	Y
Y2113492B1--01-05	Water and Wastewater Services: Master Lift Station 452	Supplier Product Code:	First Offer - \$2,260.00	1 / each	\$2,260.00	Y
Y2113492B1--01-06	Water and Wastewater Services: Master Lift Station 455	Supplier Product Code:	First Offer - \$1,136.00	1 / each	\$1,136.00	Y
Y2113492B1--01-07	Water and Wastewater Services: Master Lift Station 450	Supplier Product Code:	First Offer - \$1,619.00	1 / each	\$1,619.00	Y

Bid Allowance

\$306,000.00

Lot Total \$132,952.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
Y2113492B1--02-01	Facilities Management Division: 2nd Floor Main Electrical Room, Generator Room, and Fire Pump Room	Supplier Product Code:	First Offer - \$6,335.00	1 / each	\$6,335.00	Y
Y2113492B1--02-02	Facilities Management Division: 3rd Floor Electric Room - 1001-0002	Supplier Product Code:	First Offer - \$4,554.00	1 / each	\$4,554.00	Y
Y2113492B1--02-03	Facilities Management Division: Generator Room and Print Shop; 1001-0003	Supplier Product Code:	First Offer - \$2,501.00	1 / each	\$2,501.00	Y
Y2113492B1--02-04	Facilities Management Division: Main Switchboard Room and Generator Building; 1002-0001	Supplier Product Code:	First Offer - \$5,128.00	1 / each	\$5,128.00	Y
Y2113492B1--02-05	Facilities Management Division: Main Electric Room and Generator Room; 1031-0003	Supplier Product Code:	First Offer - \$3,588.00	1 / each	\$3,588.00	Y
Y2113492B1--02-06	Facilities Management Division: Mechanical Room and Electrical Room; 1001-0006	Supplier Product Code:	First Offer - \$6,607.00	1 / each	\$6,607.00	Y

Y2113492B1--02-07	Facilities Management Division: East Wing Generator Room, and North Wing Main Electric Room; 1051-0003	Supplier Product Code:	First Offer -	\$8,901.00	1 / each	\$8,901.00	Y
Y2113492B1--02-08	Facilities Management Division: Midrise Building Main Electric Room and Generator Room; 1051-0005	Supplier Product Code:	First Offer -	\$6,365.00	1 / each	\$6,365.00	Y
Y2113492B1--02-09	Facilities Management Division: Main Electric Room, Room ESB-4 1553, Generator Room, and 5th Floor North Electri	Supplier Product Code:	First Offer -	\$10,924.00	1 / each	\$10,924.00	Y
Y2113492B1--02-10	Facilities Management Division: Electric Room and Generator Room; 1031-0002 West Regional Bus Terminal and West	Supplier Product Code:	First Offer -	\$2,954.00	1 / each	\$2,954.00	Y
Bid Allowance				\$306,000.00			
					Lot Total	\$57,857.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs		
Y2113492B1--03-01	Labor Services: Master Electrician-Regular Hours	Supplier Product Code:	First Offer -	\$95.00	600 / hour	\$57,000.00	Y Y
Y2113492B1--03-02	Labor Services:	Supplier Product	First Offer -	\$120.00	160 / hour	\$19,200.00	Y

Master
Electrician-
Non-
regular
Hours

Code:

Y2113492B1--03-03	Labor Services: Journeyman Electrician- Regular Hour	Supplier Product Code:	First Offer - \$82.00	8000 / hour	\$656,000.00	Y
Y2113492B1--03-04	Labor Services: Journeyman Electrician- Non- regular Hour	Supplier Product Code:	First Offer - \$105.00	1600 / hour	\$168,000.00	Y
Y2113492B1--03-05	Labor Services: Apprentice Electrician- Regular Hour	Supplier Product Code:	First Offer - \$65.00	6000 / hour	\$390,000.00	Y
Y2113492B1--03-06	Labor Services: Apprentice Electrician- Non- regular Hour	Supplier Product Code:	First Offer - \$82.50	1000 / hour	\$82,500.00	Y
Y2113492B1--03-07	Labor Services: Laborer - Regular Hours	Supplier Product Code:	First Offer - \$50.00	400 / hour	\$20,000.00	Y
Y2113492B1--03-08	Labor Services: Laborer Non- regular Hour	Supplier Product Code:	First Offer - \$70.00	50 / hour	\$3,500.00	Y
Y2113492B1--03-09	Labor Services: Engineering Work - Regular Hours	Supplier Product Code:	First Offer - \$200.00	200 / hour	\$40,000.00	Y
Y2113492B1--03-10	Labor Services: Infrared	Supplier Product Code:	First Offer - \$90.00	100 / hour	\$9,000.00	Y

Scan -
Regular
Hours

Y2113492B1--03-11	Labor Services: Infrared Scan - Non- regular Hours	Supplier Product Code:	First Offer - \$125.00	20 / hour	\$2,500.00	Y
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Y2113492B1--03-12	Labor Services: Trainer	Supplier Product Code:	First Offer - \$150.00	20 / hour	\$3,000.00	Y
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Bid Allowance	\$306,000.00
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Lot Total	\$1,450,700.00
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
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Y2113492B1--04-01	Drawbridge Maintenance and Repair: Drawbridge Electrical Repairs	Supplier Product Code:	First Offer - \$95.00	200 / hour	\$19,000.00	Y
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Y2113492B1--04-02	Drawbridge Maintenance and Repair: Quarterly Drawbridge Motor Inspection Report	Supplier Product Code:	First Offer - \$4,000.00	20 / each	\$80,000.00	Y
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Y2113492B1--04-03	Drawbridge Maintenance and Repair: Unscheduled Motor Inspection/Testing Report	Supplier Product Code:	First Offer - \$850.00	20 / each	\$17,000.00	Y
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Y2113492B1--04-04	Drawbridge Maintenance and Repair: Emergency Mobilization for Drawbridge Repairs	Supplier Product Code:	First Offer - \$550.00	10 / each	\$5,500.00	Y
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Bid Allowance	\$306,000.00
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Lot Total	\$121,500.00
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
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Y2113492B1--05-01	Equipment Rental: Man Lift	Supplier Product Code:	First Offer - \$1,040.00	20 / day	\$20,800.00	Y
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Y2113492B1--05-02	Equipment	Supplier Product	First Offer - \$970.00	20 / day	\$19,400.00	Y
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Rental: **Code:**
Scissor Lift

Bid Allowance	\$306,000.00		
		Lot Total	\$40,200.00
		Supplier Total	\$1,803,209.00

Mills Electric Service, Inc.**Item: Water and Wastewater Services:Building 1 and 2****Attachments**

CBE Industrial.PDF

NETA.PDF

Insurance.PDF

Licenses.PDF

CBE Aaron Construction.PDF



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
 (Form to be completed and signed for each CBE firm)

Solicitation Number: Y2113492B1	Project Title: Electrical Maintenance and Repair
---	--

Bidder/Offeror Name: MILLS ELECTRIC SERVICE, INC

Address: 830 NW 57TH COURT **City:** FORT LAUDERDALE **State:** FL **Zip:** 33309

Authorized Representative: JAMES STUBBLEFIELD **Phone:** 954-640-5262

CBE Subcontractor/Supplier Name: Industrial Electric Testing

Address: 201 NW 1st Avenue - bays 7 & 8 **City:** Hallandale **State:** FL **Zip:** 33009

Authorized Representative: Christine Benzenberg **Phone:** 954 456-7020

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
Electrical Testing		up to	19%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

 **President** **5-16-17**
 (Signature) (Title) (Date)

Bidder/Offeror Authorized Representative

 **PRESIDENT** **5/17/17**
 (Signature) (Title) (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CBE Letter of Intent July 2012

CERTIFICATE OF ACCREDITATION

is hereby granted to
Industrial Electric Testing, Inc.
Hallandale Beach, FL

AS RECOGNIZED BY THE
INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
01/01/2017 – 01/31/2018

Ken Bassett
Ken Bassett
Membership Chair

INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
3050 OLD CENTRE - SUITE 102 - PORTAGE, MI 49024 - WWW.NETA-TESTING.ORG



Insurance Requirement Services Electric & Communications Maintenance, Repairs, and Installation

Broward County Board of
County Commissioners

Y2113492B1

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident) Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION: "Broward County" is listed as an additional insured on the commercial general liability and the business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability and workers compensation.			
REFERENCE: Electrical Maintenance and Repair Services			

CERTIFICATE HOLDER:

Broward County
 2555 W. Copans Rd
 Pompano Beach, FL 33069
 RE: WWS

Elizabeth Plaska

ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC,
 ou=RM, ou=Users,
 cn=ELIZABETH PLASKA
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CAM 19-0520

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC0001559

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



STUBBLEFIELD, JAMES F
MILLS ELECTRIC SERVICE, INC.
830 NW 57TH COURT
FORT LAUDERDALE FL 33309



ISSUED: 07/20/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607200001563

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: MILLS ELECTRIC SERVICE INC
Business Name:

Receipt #: 181-3134
Business Type: ELECTRICAL/ALARMS/CONTRACTOR
(ELECTRICAL CONTR)

Owner Name: JAMES F STUBBLEFIELD/QUALIFIER
Business Location: 830 NW 57 COURT
FT LAUDERDALE
Business Phone: 954-785-0338

Business Opened: 07/20/2007
State/County/Cert/Reg: EC0001559
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
10

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

JAMES F STUBBLEFIELD/QUALIFIER
830 NW 57 COURT
FT LAUDERDALE, FL 33309

Receipt #03C-15-00003318
Paid 08/16/2016 27.00



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

LETTER OF INTENT BETWEEN BIDDER/OFFEROR
AND COUNTY BUSINESS ENTERPRISE (CBE) SUBCONTRACTOR/SUPPLIER
(Form to be completed and signed for each CBE firm)

Solicitation Number: Y2113492B1	Project Title: Electrical Maintenance and Repair
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Bidder/Offeror Name: MILLS ELECTRIC SERVICE, INC

Address: 830 NW 57TH COURT City: FORT LAUDERDALE State: FL Zip: 33309

Authorized Representative: JAMES STUBBLEFIELD Phone: 954-640-5262

CBE Subcontractor/Supplier Name: Araron Construction, Inc.
 Address: 15011 S. Saxon Circle City: S.W. Ranches State: FL Zip: 33331
 Authorized Representative: C. Larry Araron Phone: 954-434-1831

- A. This is a letter of intent between the bidder/offeror on this project and a CBE firm for the CBE to perform subcontracting work on this project.
- B. By signing below, the bidder/offeror is committing to utilize the above-named CBE to perform the work described below.
- C. By signing below, the above-named CBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and CBE affirm that if the CBE subcontracts any of the work described below, it may only subcontract that work to another CBE.

Work to be performed by CBE Firm			
Description	NAICS*	CBE Contract Amount†	CBE Percentage of Total Project Value
General Contractor	238110	up to	19%

AFFIRMATION: I hereby affirm that the information above is true and correct.

CBE Subcontractor/Supplier Authorized Representative

Larry Araron (Signature) President (Title) 5/17/2017 (Date)

Bidder/Offeror Authorized Representative

[Signature] (Signature) PRESIDENT (Title) 5/17/17 (Date)

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.
 † To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Mills Electric Service, Inc.**Item: Labor Services:Labor Services:Master Electrician - Regular Hours****Attachments**

Insurance.PDF

Licenses.PDF

Insurance Requirement Services Electric & Communications Maintenance, Repairs, and Installation

Broward County Board of
County Commissioners

Y2113492B1

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS (each accident)	STATUTORY \$ 1 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident) Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION: "Broward County" is listed as an additional insured on the commercial general liability and the business automobile liability policies. Waiver of subrogation in favor of Certificate Holder applies to general liability, automobile liability and workers compensation.			
REFERENCE: Electrical Maintenance and Repair Services			

CERTIFICATE HOLDER:

Broward County
 2555 W. Copans Rd
 Pompano Beach, FL 33069
 RE: WWS

Elizabeth Plaska

ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC,
 ou=RM, ou=Users,
 cn=ELIZABETH PLASKA
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CAM 19-0520

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC0001559

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



STUBBLEFIELD, JAMES F
MILLS ELECTRIC SERVICE, INC.
830 NW 57TH COURT
FORT LAUDERDALE FL 33309



ISSUED: 07/20/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607200001563

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: MILLS ELECTRIC SERVICE INC

Receipt #: 181-3134
Business Type: ELECTRICAL/ALARMS/CONTRACTOR
(ELECTRICAL CONTR)

Owner Name: JAMES F STUBBLEFIELD/QUALIFIER
Business Location: 830 NW 57 COURT
FT LAUDERDALE
Business Phone: 954-785-0338

Business Opened: 07/20/2007
State/County/Cert/Reg: EC0001559
Exemption Code:

Rooms

Seats

Employees

10

Machines

Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

JAMES F STUBBLEFIELD/QUALIFIER
830 NW 57 COURT
FT LAUDERDALE, FL 33309

Receipt #03C-15-00003318
Paid 08/16/2016 27.00

Supplier: Mills Electric Service, Inc.**General Conditions**

These are standard instructions for Invitations to Bid and Quotation Requests issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
 - (b) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
 - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
 - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt

responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
 - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
 - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
 - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. **Contract Period (Open-End Contract):** The initial contract period shall start and terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. ***In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.***
9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced. A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited

to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.
13. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter

the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.
- For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this contract may be retained by County until all of County's claims for indemnification pursuant to this contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.
20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any

controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous

places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

26. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
27. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
 - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
 - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
 - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
 - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

28. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of

being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

29. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
30. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
 - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
31. **Audit Right and Retention Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

32. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.
33. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.
34. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.
35. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.
 - (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
 - (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
 - (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.
36. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.
37. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local

Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

38. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
39. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
40. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
41. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
42. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
43. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
44. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at : broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.
An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
45. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
46. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Supplier: **Mills Electric Service, Inc.****VENDOR ACKNOWLEDGEMENT**

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

1. LEGAL BUSINESS NAME: **Mills Electric Service Inc**
2. FEDERAL EMPLOYER I.D. NO. (FEIN): **59-2278576**
3. DUN AND BRADSTREET NO.: **10-768-6586**
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable): **millselec.com**
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: **830 NW 57th Court Fort Lauderdale, FL 33309**
7. TELEPHONE NO.: **954-640-5262** FAX NO.: **954-640-5263**
8. TYPE OF BUSINESS (check appropriate box):

<input checked="" type="checkbox"/> Corporation (Specify the State of Incorporation): Florida	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Limited Liability Corporation (LLC)
<input type="checkbox"/> General Partnership (State and County filed in)	
<input type="checkbox"/> Other – Specify	
9. AUTHORIZED CONTACT FOR YOUR FIRM:

Name: James Stubblefield	Title: President
Telephone Number: 954-640-5262	Fax Number: 954-640-5263
E-mail:	
10. LIST ALL ADDENDA ACKNOWLEDGED:
Addendum 1 dated 5/16/17

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

James Stubblefield**President**

*AUTHORIZED SIGNATURE/NAME

TITLE

DATE

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:
 - a) **James Stubblefield-Pres, & Secretary**
 - b) **Douglas Mills V Pres**
 - c)
 - d)
 2. Specify the type of services or commodities your firm offers:
Electrical Contractors
 3. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **38**
 4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☒ Yes ☐ No
 5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. ☒ Yes ☐ No
☐ N/A (if service)
 6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. ☐ Yes ☒ No
 7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. ☐ Yes ☒ No
 8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. ☐ Yes ☒ No
 9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No
 10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☒ No
- Vendor Name:** **Mills Electric Service, Inc**
11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☒ Yes ☐ No
 12. Would your firm accept a Visa credit card as payment from Broward County? ☐ Yes ☒ No
 13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a

result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.

☐ Yes ☐ No
☒ N/A

If yes, Living Wage increased the pricing by 0% or decreased the pricing by %.

14. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- ☒ Vendor certifies that this offer is made independently and free from collusion; or
- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.
Broward Co. Mast Pump Station, Broward Co OCT Generator Installations, BSO Manual Transfer Switch, ATT Sunrise Chiller Replacement, Palmetto Hospital Cath. Lab, W Boca Nurse Call
16. Has your firm completely inspected the project site(s) prior to submitting response? ☒ Yes ☐ No
17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☒ Yes ☐ No
18. What equipment does your firm own that is available for this contract?
Rent- Backhoe
Own- Boom truck & Crane truck

Vendor Name: Mills Electric Service, Inc

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work: **Water & Wastewater Elect. Maint**

Contract/Project Title:

Agency: **Broward Co**

Contact Name/Title: **Paul Kirlew**

Contact Telephone: **954-553-6112** Email: **pkirlew@broward.org**

Contract/Project Dates
(Month and Year): **2009-2017**
Contract Amount: **10 million**

Reference No. 2:

Scope of Work: **AHU Replacement**
Contract/Project Title: **W Boca Med Ctr**
Agency: **Westbrooke Corp**
Contact Name/Title: **Bob Lake**
Contact Telephone: **561-395-4126** Email: **rlakejr@westbrookecorp.com**
Contract/Project Dates
(Month and Year): **10/2013-12/2017**
Contract Amount: **402,500.00**

Reference No. 3:

Scope of Work: **AMX Equipment**
Contract/Project Title: **AT & T Ojus**
Agency: **Duffey Construction**
Contact Name/Title: **Steve Talley**
Contact Telephone: **305-325-0001** Email: **steve@duffeyconst.com**
Contract/Project Dates
(Month and Year): **8/2012-11/2017**
Contract Amount: **822,500.00**

Name of Vendor: Mills Electric Service, Inc

Litigation History Requirement:

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- ☒ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: **Mills Electric Service, Inc**

Supplier: Mills Electric Service, Inc.

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- ☐ 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☒ 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- ☐ 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- ☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - ☐ The Vendor employs less than five (5) employees.
 - ☐ The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - ☐ The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - ☐ The Vendor does not provide benefits to employees' spouses.
 - ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

James Stubblefield
AUTHORIZED SIGNATURE/ NAME

President
TITLE

5/17/17
DATE

Supplier: Mills Electric Service, Inc.

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

James Stubblefield
AUTHORIZED SIGNATURE/ NAME

President
TITLE

05/17/17
DATE

Supplier: Mills Electric Service, Inc.**LOCAL BUSINESS OR LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION FORM**

The completed and signed form and a copy a business's local business tax receipt (or if exempt, documentation establishing physical presence at location for one year prior to bid submission) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may render the business ineligible for application of the Local Preference.

This form is used to determine applicability of Local Preference, in accordance with Section 1-74, et. seq., Broward County Code of Ordinances. A local business or locally-headquartered business in Broward County or Miami-Dade County, meeting the requirements is eligible for Local Preference, in accordance with the Broward County Local Preference Ordinance and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County.

If the low responsive and responsible bidder is not a local or a locally-headquartered business, any and all qualifying local businesses submitting a price within ten percent (10%) of the non-local low responsive and responsible bidder, and any and all qualifying locally-headquartered businesses submitting a price within fifteen percent (15%) of the non-local low responsive and responsible bidder, then all qualifying bidders shall have an opportunity to submit a best and final bid, equal to or lower than the low bid.

If the low responsive and responsible bidder is a local business, but not a locally-headquartered business, then any and all locally-headquartered businesses submitting a bid price within five percent (5%) of the local low bidder shall have an opportunity to submit a best and final bid equal to or lower than the low bid.

All qualifying bidders must be determined responsive and responsible prior to submitting a best and final bid. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid regardless of location.

A Local Business is a business which:

- A. possesses a valid local business tax receipt (or if exempt documentation establishing physical presence at location) issued at least one year prior to bid or proposal submission;
- B. has a physical business address located within the limits of the County from which the business operates or performs business;
- C. is in an area zoned for the conduct of the business; and
- D. provides a substantial component of goods and/or services being offered from that location.

A Locally-Headquartered Business is a business which: has its principal place of business within the County. A principal place of business is defined as the nerve center of overall direction, control, and coordination of activities of the business. If a business only has one location, the location shall be considered the principle place of business.

Vendor shall check all that apply. Vendor hereby certifies it is a:



Local Business



Locally-Headquartered Business

Local or Locally-Headquartered Business
Address:

830 NW 57 Ct Fort Laud, FL 33309



Vendor is not a Local Business or Locally-Headquartered Business in Broward County or Miami Dade County.

James Stubblefield
Authorized Signature/Name

President
Title

Mills Electric
Vendor Name

05/17/17
Date

Supplier: Mills Elecric Service, Inc.

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

-
1. Subcontracted Firm's Name: **Aaron Construction**
 Subcontracted Firm's Address: **15011 S Saxon Circle SW Ranches, FL 33331**
 Subcontracted Firm's Telephone Number: **954-434-1831**
 Contact Person's Name and Position:
 Contact Person's E-Mail Address:
 Estimated Subcontract/Supplies Contract Amount:
 Type of Work/Supplies Provided: **General Contractor-Fencing, Pads**
-

2. Subcontracted Firm's Name: **Industrial Electric Testing**
 Subcontracted Firm's Address: **11321 W Distribution Ave Jacksonville FL32256**
 Subcontracted Firm's Telephone Number: **904-260-8378**
 Contact Person's Name and Position: **Gary Bezenberg**
 Contact Person's E-Mail Address:
 Estimated Subcontract/Supplies Contract Amount:
 Type of Work/Supplies Provided:
-

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

James Stubblefield
Authorized Signature/Name

President
Title

Mills Electric Service, Inc
Vendor Name

05/17/17
Date

Supplier: Mills Electric Service, Inc.**Security Requirements****A. General Security Requirements and Criminal Background Screening:**

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or FMsecurity@broward.org for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

B. General Facilities:

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>.
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.
5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company

name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.

8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

C. Facilities Critical to Security and Public Safety:

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

D. Contractor Work Crews:

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

E. Other Vendors:

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.

F. Port Everglades Locations:

1. The Port Everglades Department requires persons to present, at port entry, a valid driver's license, and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 15 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the

fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call 954-765-4225.

2. All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.
3. The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-855-347-8371, or go on line to <https://www.tsa.gov/for-industry/twic>.

G. Airport Security Program and Aviation Regulations:

1. Consultant/contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Consultant/contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Consultant/contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sub lessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Consultant/contractor shall conduct background checks of its employees in accordance with applicable Federal regulations.
2. If as a result of the acts or omissions of Consultant/contractor, its sub lessees, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then consultant/contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Consultant/contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event consultant/contractor fails to remedy any such deficiency, the County may do so at the cost and expense of consultant/contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.
3. Operation of Vehicles on the AOA: Before the consultant/contractor shall permit any employee of consultant/contractor or any sub consultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the consultant/contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of consultant/contractor or of any sub consultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be

displayed as required by the Aviation Department.

4. Consent to Search/Inspection: The consultant/contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The consultant/contractor further agrees on behalf of itself and its sub consultant /subcontractors that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Consultant/contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, consultant/contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the consultant/contractor or by any sub consultant/contractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the consultant/contractor or by any sub consultant/contractors.
5. The provisions hereof shall survive the expiration or any other termination of this contract.

H. Water and Wastewater Services (WWS):

1. Contractors/Consultants may receive a WWS ID Badge and/or Access Card and/or Keys while working at WWS facility work sites. These items provide modified access to certain areas and systems otherwise restricted to non-WWS employees and can only be obtained from the WWS Security Manager. These items may be rescinded at the discretion of the WWS Security Officer. The WWS ID Badge, Access Card and/or Keys remain the property of Broward County and must be returned to your WWS contact person at the end of the contract/project.
2. All contractors will complete and sign the WWS Contractor/Consultant Security Memorandum and provide a copy of their Driver's License to be recorded on Schlage Card Access System Profile.
3. A lost or stolen ID Badge and/or Access Card and/or Keys must be reported to the Security Manager immediately.
4. WWS may terminate access to any contractor who acts inappropriately while on County property and has the right to contact BSO if necessary to have the contractor removed and/or file charges against them.

I. Additional Security Requirements for Parks and Recreation:

1. Contractor expressly understands and agrees that a duty is hereby created under this Contract that requires contractor to provide ongoing disclosure throughout the term of this Contract as provided for herein relative to the criminal background screening required by this Section.
2. Contractor shall perform criminal background screening as identified in Item 3 below on its officers, employees, agents, independent contractors and volunteers who will be working under this contract in any County park ("collectively referred to as "County Park Property"). Further, if contractor is permitted to utilize subcontractors under this contract, contractor shall perform or ensure that the background screening as required in Item 3 below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors and volunteers who will be working under this contract on County Park property.
3. Contractor shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for contractor on County Park Property. All persons subject to the criminal background screening under this contract shall be rescreened annually based on the date of initial screening.
4. Contractor shall maintain copies of the results of the criminal background screening required by this Section for the term of this contract and promptly forward copies of same to County, upon its request.
5. Contractor shall be required to furnish to County's Parks and Recreation Project Manager, on a monthly basis, an Affidavit affirming the persons listed in the Affidavit have been background screened as required in Item 3 above and have been deemed eligible by

- contractor to work on County Park property. Contractor's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for contractor under this Contract who have been background screened as required in Item 3 above and deemed eligible to work on County Park Property. The Contract Administrator may, in his or her discretion, permit contractor to furnish the monthly Affidavit in an electronic format.
6. In the event contractor obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by contractor to provide services under this contract, contractor shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by contractor based on the requirements of this Section, contractor shall immediately cease allowing the person to work on County Park Property. Additionally, contractor shall be required to inform any person background screened pursuant to this Section who is providing services under this contract, to notify contractor within forty-eight (48) hours of any arrest related to sexual misconduct which has occurred after the person was deemed eligible to work on County Park Property.
 7. Contractor shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this Section.
 8. County may terminate this contract immediately for cause, with Notice provided to contractor, for a violation related to contractor's failure to perform the required background screening on its officers, employees, agents, independent contractors and volunteers who will be working under this Agreement on County Park Property. County may also terminate this contract immediately for cause, with Notice provided to contractor, if County determines contractor failed to ensure that its permitted subcontractors, as defined in Item 2 above, have been background screened as required in this section prior to performing any services under this Agreement on County Park Property. Contractor will not be subject to immediate termination in the event County determines a violation of this Section was outside the reasonable control of contractor and contractor has demonstrated to County compliance with the requirements of this Section.
 9. County may terminate this contract for cause if contractor fails to provide the monthly Affidavit to County as provided for under Item 5 above, and contractor does not cure said breach within five (5) days of Notice provided to contractor.

Supplier: Mills Electric Service, Inc.

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

James Stubblefield	President	Mills Electric Service Inc	05/17/17
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: Mills Electric Service, Inc.**Workforce Investment Program Requirements:**

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and

10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

Mills Electric Service Inc (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

James Stubblefield
AUTHORIZED SIGNATURE/NAME

President
TITLE

05/17/17
DATE

Supplier: Mills Electric Service, Inc.**Office of Economic and Small Business Requirements: CBE Goal Participation**

- A. In accordance with Broward County Business Opportunity Act of 2012, Ordinance No. 2012-33, Broward County Code of Ordinances, the County Business Enterprise (CBE) Program is applicable to this contract. All Vendors responding to this solicitation should utilize, or attempt to utilize, CBE firms to perform at least the assigned participation goal for this contract.
- B. CBE Program Requirements: Compliance with CBE participation goal requirements is a matter of responsibility; required forms and information should be submitted with solicitation submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of the Office of Economic and Small Business Development's (OESBD) request. Vendor may be deemed non-responsible for failure to fully comply within stated timeframes.
1. Vendor should include in its solicitation submittal a **Letter Of Intent Between Bidder/Offeror and County Business Enterprise (CBE) Subcontractor/Supplier**, for each certified CBE firm the Vendor intends to use to achieve the assigned CBE participation goal.
 2. If a Vendor is unable to attain the CBE participation goal, the Vendor should include in its solicitation submittal **Application for Evaluation of Good Faith Effort** and all of the required supporting information.
- C. The Vendor shall only address the base solicitation amount for CBE goal participation. No alternate/optional item(s) shall be addressed. If the County chooses to exercise the right to award alternate/optional solicitation item(s), the CBE participation goal for this solicitation shall apply to the alternate/optional item(s) recommended to be awarded. The County shall issue a notice to the apparent successful Vendor requiring the Vendor to comply with the CBE participation goal for the alternate/optional item(s); Vendor shall submit all required forms prior to award. Failure to submit the required forms may result in rejection of the solicitation.
- D. The Office of Economic and Small Business Development maintains an on-line directory of CBE firms. The on-line directory is available for use by Vendors at <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>
- E. For detailed information regarding the County Business Enterprise Program contact the Office of Economic and Small Business Development at (954) 357-6400 or visit the website at: <http://www.broward.org/EconDev/SmallBusiness/>
- F. Requirements for Contracts with CBE Goals: if awarded the contract, the Vendor agrees to and shall comply with all applicable requirements of the CBE Program in the award and administration of the contract.
1. No party to this contract may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this contract.
 2. Vendor shall comply with all applicable requirements of the Broward County Small Business Development Program in the award and administration of this contract. Failure by Vendor to carry out any of these requirements shall constitute a material breach of this contract, which shall permit County to terminate this contract or to exercise any other remedy provided under this contract, under the Broward County Code of Ordinances, or Administrative Code, or under applicable law, with all of such remedies being cumulative.

3. Vendor shall pay its CBE subcontractors and suppliers, within fifteen (15) days following receipt of payment from County for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County for such subcontracted work or supplies. If Vendor withholds an amount from CBE subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from County. For all other subcontractors or suppliers, if Vendor withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from County.
4. Vendor understands that the County will monitor compliance with the CBE requirements. Vendor must report monthly on its CBE participation commitment with its pay requests and is required as a condition of payment.

* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT
PURSUANT TO BUSINESS OPPORTUNITY ACT OF 2012, Sec. 1-81.5(e)**

If applicable, this form and supporting documentation should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor should scan and upload the supporting documentation in BidSync.

SOLCITATION NO.: Y2113492B1 PROJECT NAME: Electrical Maintenance
and Repair

Mills Electric Service Inc
PRIME CONTRACTOR

830 NW 57TH CT
ADDRESS

9546405262
TELEPHONE

The undersigned representative of the prime contractor represents that his/her firm has contacted County Business Enterprise (CBE) certified firms in a good faith effort to meet the CBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of the Business Opportunity Act of 2012 (the Act), the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under Section 1-81.5(e) of the Act.

The prime contractor understands that a determination of good faith effort to meet the CBE contract participation goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Section 1-81.5(e) of the CBE Act, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, and is not subject to appeal.

SIGNATURE: James Stubblefield

PRINT NAME / TITLE: President

DATE: 05/17/17

Supplier: Mills Electric Service, Inc.**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name: **Mills Electric Service Inc**

Company Vehicle: Yes ☐ or No ☒

If Common Carrier (indicate carrier):

Other: **jstubby@millselec.com**

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

No Bids

CJ's Power Systems out of scope we are looking for