## AGREEMENT

between

## THE TOWN OF MIAMI LAKES

and
ELECTRICAL CONTRACTING SERVICE, INC.
for
ELECTRICAL SERVICES - AS NEEDED

THIS AGREEMENT is made and entered into as of this $\qquad$ day of $\qquad$ 2016 by and between Electrical Contracting Service, Inc., a Florida corporation with principal offices at 2375 West 77 Street, Hialeah, Florida 33016 (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (the "Town").

## WITNESSETH:

Whereas, on May 9, 2016, the Town issued Request for Proposals ("RFP") 2016-33 Electrical Services - As Needed which includes the General Terms and Conditions of the RFP, Special Conditions, Detailed Requirements - Scope of Services and Exhibits, Forms, and associated addendum, which are collectively referred to as the "RFP 2016-33" and which is attached hereto and incorporated herein as Exhibit "A;" and

WHEREAS, on June 8, 2016, the Contractor submitted a response to RFP 2016-33 Electrical Services - As Needed, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as Exhibit "B;" and

WHEREAS, the aforementioned Exhibits " $A$ " and " $B$ " shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2016-33 Electrical Services - As Needed, attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

WHEREAS, the Town desires to procure from the Contractor such services for the Town in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-33, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to make payment in accordance with the terms of RFP 2016-33 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
4. This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2016-33 Section II, Article 8, "Cost Adjustments".
5. Contractor will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of final payment or termination of this Agreement. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.
Contractor shall also comply with the following requirements of the Florida Public Records Law including:
a. Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
b. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining
public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING
TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF
PUBLIC RECORDS VIA PHONE (305) 364-6100 $\mathbf{x}$ 1138; EMAIL
INGUANZOG@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.
6. Notices must be in accordance with RFP 2016-33 Section I, Article 20, "Notices". For the present, the parties designate the following as the respective places for giving of notice:

For Town:
Mr. Alex Rey, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

With a copy to:
Christina Semeraro, Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:
Charles Floyd, President
Electrical Contracting Service, Inc.
2375 West 77 Street
Hialeah, FL 33016
Phone: (305) 556-0041
Email: ecsinc25@aol.com
7. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. 2016-33
4. RFP Exhibits, Solicitation No. 2016-33
5. Contractor's Proposal, Solicitation No. 2016-33

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and Electrical Contracting Service, Inc., signing by and through its Prisidat (title of individual) duly authorized to execute same.

## WITNESS/ATTEST

## Electrical Contracting Service, Inc.



Signature
Signature
$\frac{\text { Town Morals Sostogne Open. mr y Presides }}{\text { Print Name, Title }}$

ATTEST:
(Corporate Seal)

(Affirm Contractor Seal, if available)

ATTEST:
Town of Miami Lakes, a municipal corporation of the State of Florida

## Gina Inguanzo, Town Clerk

## Alex Rex, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

## Town Attorney

## Exhibit "B"

# REQUEST FOR PROPOSALS 

## Electrical Services <br> (As Needed)

## RFP No. 2016-33



The Town of Miami Lakes Council:
Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert Councilmember Manny Cid Councilmember Tony Lama Councilmember Ceasar Mestre
Councilmember Frank Mingo Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

| Date Advertised | Monday, May 9, 2016 |
| :---: | :---: |
| Closing Date \& Time | 2:00 PM Wednesday, June 8, 2016 |

## PRICE PROPOSAL FORM

| RFP 2016-33 <br> ELECTRICAL SERVICES - AS NEEDED |  |
| :---: | :---: |
| Hourly Rate - During Normal Operating Hours |  |
| Master Electrician | $\$ 3400$ |
| Journeyman/Supervisor | \$ 4700 |
| Apprentice/Helper | \$ 3300 |
| Laborer | \$ 2100 |
| Hourly Rate - After Normal Operating Hours (SEE NOTE \#1 BELOW) |  |
| Master Electrician | $\$ 4900$ |
| Journeyman/Supervisor | \$ 6800 |
| Apprentice/Helper | \$ 4400 |
| Laborer | $\$ \quad 3100$ |
| Additional Hourly Rates |  |
| Bucket Truck - Daily operations, less than 50' | \$ 5300 |
| Bucket Truck - Minimum 50', on call or emergency | $\$ 7200$ |
| Crane - for 30' \& 40' light poles | $\$ \quad 5300$ |
| Parts and Materials Mark-Up (SEE NOTE \#2 BELOW) |  |
| Percentage (NOT TO EXCEED 10\%) | \% 8 |

NOTES:
1 After normal operating hours price shall not exceed two times that of the normal operating hours price.
2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.
-Continued on next page-

CONTINUED -- PRICE PROPOSAL FORM

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Electors) Contract Ns
Firm's Name: $\qquad$ Service foe F.E.I.N. No.: $\qquad$ $59-2552102$

Signature:


Printed Name/Title: Charles Floyd Pro, Email Address: $\qquad$ ECSINC 25 (1) AOL. COM Town/State/Zip: HIA/CAL, FL 33016

## Town of Miami Lakes

## RFP 2016-33

Electrical Services - As Needed
Addendum \#1

## Due Date: 2:00 PM June 8, 2016

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-33. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined and bolded words) indicate additions. Deletions are indicated by strikethrough.

1. Price Proposal - Firms shall quote the additional line item directly on this addendum form below.

Addition of a line item for generator connection at special events approximately 5-10 times per year. Special events include but are not limited to concerts in the park, Fourth of July event, Miami Lakes Rocks, etc.

Fixed Fee below includes pulling required permit* from Building Department, Journeyman onsite generator connection at time specified by Town designee and meeting with inspector (typically not to exceed one (1) hour**).
$\$ 680 \%$ Fixed fee per event

* Contractor shall not invoice for permit fee; Permit will be paid directly by the Town at cost.
** If Journeyman remains on site per Project Manager's written directive, Contractor will be compensated according to the applicable hourly rate per the contract.

Mark-up for any applicable parts and materials will be in accordance with the applicable percentage per the contract.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:


Name of Signatory




Signature
Electrical Catractiy Service Foe
Name of Proposer

Christina Semeraro, MPA, CPPB
Procurement Manager

## CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Electrics Catracty Sui Jue, a corporation organized and existing under the laws of the State of Florid x , held on the 1 day of Ja, 2015, a resolution was duly passed and adopted authorizing (Name) Char/rs Floyd as (Title) President of the corporation to execute proposals on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this $\qquad$ day of Tee $20 / 6$

Secretary:


Print: $\qquad$

## CERTIFICATE OF AUTHORITY

 (IF PARTNERSHIP)I HEREBY CERTIFY that at a meeting of the Board of Directors of , a partnership organized and existing under the laws of
the State of $\qquad$ held on the ___day of $\qquad$ , a resolution was duly passed and adopted authorizing (Name) $\qquad$ as (Title) $\qquad$ of the to execute proposals on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this $\qquad$ , day of $\qquad$ 20 $\qquad$ .

Partner: $\qquad$
Print: $\qquad$

## CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) $\qquad$ , individually and doing business as (d/b/a) $\qquad$ (If Applicable) have executed and am bound by the terms of the Proposal to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this $\qquad$ day of $\qquad$ 20 $\qquad$ .

Signed: $\qquad$
Print: $\qquad$

## NOTARIZATION

state of Florida ) SS:
COUNTY OF Dade )
The foregoing instrument was acknowledged before me this 8 day of Ture
20 Lh , by Charlos Floyd , who is personally known to me or who has produced JNown as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA


PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

## RFP 2016-33 ELECTRICAL SERVICES - AS NEEDED ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this RFP:

$\qquad$ No Addendum issued for this RFP

Firm's Name: Electrical Contracting Service JuL


Printed Nameritite: Ohar)is Floyd President

# INSERT NARRATIVE PROPOSAL - REFERENCE SECTION II, ITEM 3 ("PROPOSAL FORMAT") FOR REQUIREMENTS 

June 8, 2016

## Town of Miami Lakes

6601 Main Street
Miami Lakes, FL 33014

RFP 216-33
Electrical Services - As Needed

PROPOSAL

## SECTION II

\#3 Proposal Format

3a. Electrical Contracting Service, Inc. has been in business since 1985, providing the type of services outlined in this R.F.P. We own all the necessary bucket trucks, cranes, service vehicles, backhoes, augers and tools to efficiently complete the designated tasks. The most important example I can provide is the five years we have served the Town of Miami Lakes under the current maintenance contract.

3b. 1. Florida State license \#EC13005149.
2. Similar projects/contracts.
a. Miami Lakes maintenance contract (2010 - present).
b. Miami Gardens maintenance contract (2012 - present). Shared by City of Hollywood and City of Cooper City.
c. Sports lighting warranty work for "Musco Sports Lighting" (2005 - present).

3c. Personnel Qualifications

1. Charles Floyd
a. Owner of Electrical Contracting Service, Inc.
b. Bachelors degree in Electrical Engineering.
c. Electrician from 1995 - present.
d. Holds master license.
e. Certified crane operator.
2. Robert Winkler
a. Journeyman license.
b. Electrician from 1985 - present.
c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.

Page 2. 3. Victor Armendariz
a. Journeyman electrician.
b. Electrician from 2005 - present.
c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.
d. Certified crane operator.
4. Bryan Munoz
a. Journeyman electrician.
b. Electrician from 2005 - present.
c. Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous five year contract.
d. Certified crane operator.
5. Luis Osorio
a. Journeyman electrician.
b. Electrician from 2002 - present.

## SECTION II

Resources and availability.
a. See section II \#3-3b.
b. All work requests are processed through the owner to determine the best way forward. Tasks are handed off to the appropriate division and then checked when complete by the owner.
Electrical Contracting Service, Inc. follows all O.S.H.A. protocols.
c. EQUIPMENT

1. 14 ton boom truck with man basket.
2. 17 ton boom truck with man basket.
3. 24 ton boom truck with man basket.
4. John Deere combination backhoe.
5. Vermeer backhoe/trencher.
6. Texoma auger truck.
7. Genie 105' lift.
8. 4 Service vans.
9. All handtools used in the electrical industry.
c. SERVICES
10. Sports lighting repair/replacement.
11. Street lighting repair/replacement.
12. Troubleshooting all types of electrical problems.
13. Pole/base installation.
14. Directional boring.
15. Light fixture repair/replacement.
16. Photometric studies.
17. Underground conduit/wire installation.
18. Generator hookups/testing.

## Page 3. Section 3 REFERENCES

1. Town Miami Lakes 6601 Main Street, Miami Lakes, FL 33014 Elia Nunez Public Works 305-364-6100 NUNEZE@MIAMILAKES-FL.GOV 2010 to present.
2. City Miami Gardens 18605 NW 27 Ave. Miami Gardens, FL 33056 Ellie Varona Buyer 305-622-8000 EVARONA@MIAMIGARDENS-FL.GOV 2012 to present.
3. City Ft. Lauderdale 100 N. Andrews Ave., Ft. Lauderdale. FL 33301 Procurement 954-828-5933 PURCHASE@FORTLAUDERDAL.GOV 2012 to present.
4. City Hollywood 2600 Hollywood Blvd., Hollywood, FL 33022 Ralph Dierks Procurement 954-921-3223 RDIERKS@HOLLYWOOD.ORG 2014 to present
5. City Cooper City 9070 SW 51 St., Cooper City, FL 33328 Tim Fleming Parks Mgr 954-444-3136 TFLEMING@COOPERCITYFL.GOV 2015 - present

## FIRM'S QUESTIONNAIRE

This Questionnaire must be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable, in such instances insert "N/A".

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

## A. Business Information

1. How many years has your company been in business under its current name and ownership?31
a. Professional Licenses/Certifications (include name and number)* Issuance Date
Electrical Corrector EC/3005149 1999
$\qquad$
$\qquad$
b. Date company licensed by the State of Florida or Miami-Dade County:
c. State and Date of Incorporation: Florida 7/3/1985
c. What is your primary business? $\qquad$
(This answer should be specific)
d. Name of Qualifier, license number, and relationship to company:

$$
\text { Charles Floyd J EC } 13005149 \text { Owir / Presides }
$$

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company
Charles Florid Sr EC 13001277 Owner / Presides
2. Name and Licenses of any prior companies:

Name of Company License No. Issuance Date
3. Type of Company (circle one):

Corporation "S" Corporation LLC Sole Proprietorship
Other: $\qquad$
(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)
4. Company Ownership
a. Identify all owners of the company

Name Title \% of ownership
Char) Floyd President 100
$\qquad$
$\qquad$
$\qquad$
b. Is any owner identified above an owner in another company? Yes $\square$ No If yes, identify the name of the owner, other company names, and \% ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)
Name Title Signatory Authority
$\qquad$
All Cost No-Cost Other
Cheolo Flay l Prosilut X $\square$


Explanation for Other:
5. Employee Information

Total No. of Employees: $\quad 8 \quad$ Number of Managerial/Admin. Employees: 2
Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)


Journeyman of
Abprrotice 2
6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

## No

7. Insurance Information (Attach Firm's current Certificate of Liability Insurance)
a. Insurance Carrier name \& address: Advanced Jus ur ale Mods LLC

$$
3250 \text { N29 Are Hullyworl FL } 33020
$$

b. Insurance Contact Name, telephone, \& e-mail: Pat ir Jibsal)
954-889-3268 PSibsow (4) Alvincrelins. com
c. Insurance Experience Modification Rating (EMR): $\frac{.084}{\text { (if no EMR rating please explain why) }}$
d. Number of Insurance Claims paid out in last 5 years \& value: $\quad-\quad-$
8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment \& settlement unless the value of the settlement is covered by a written confidentiality agreement.

> No
9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

No
10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? $\square$ Yes $\boxtimes$ No (If yes, provide an attachment that provides an explanation of the project and an explanation.
11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation. $\square$ Yes $\backslash$ No
12. Provide an attachment listing all of the equipment, with a value of $\$ 3,000$ or greater, owned by your company. Attachal
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work. $D \mid A$

Submitted By: Electrical Contracting Service, Inc. 2375 West $77^{\text {th }}$ Street
Hialeah, FL 33016
Phone: 305-556-0041
Email: ECSINC25@AOL.COM
B. Equipment owned by Electrical Contracting Service, Inc.

1) $105^{\prime}$ Boom Lift
2) 24 Ton Hydro Boom Truck
3) 17 Ton Hydro Boom Truck
4) 14 Ton Hydro Boom Truck
5) John Deere combination backhoe
6) Vermeer trencher
7) Several service vans
8) Vermeer directional bore machine

## ANTI-KICKBACK AFFIDAVIT

## STATE OF FLORIDA \} <br> \} SS : <br> COUNTY OF MIAMI-DADE <br> \}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and $\qquad$ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.


Tine: Prosidut

Sworn and subscribed before this
$\qquad$ day of The , $20 / 6$


Notary Public, State of Florida


My commission expires: $\qquad$

## NON-COLLUSIVE AFFIDAVIT

State of $\qquad$
\} SS:
County of Diode \} ~
 being first duly sworn, deposes and says that:
a) $\mathrm{He} /$ she is the $\qquad$ owner / Prosidut . (Owner, Partner, Officer, Representative or Agent) of Electrical Catracting Sees) Fax, the Bidder that has submitted the attached Proposal;
b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
c) Such Proposal is genuine and is not collusive or a sham Proposal;
d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

$B y:$


Witness


Witness

(Printed Name)


## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

## ACKNOWLEDGMENT

State of $\square$ Florvara
) $\mathrm{SS}:$
county of Made )

BEFORE ME, the undersigned authority, personally appeared (hms Flash to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that $\qquad$ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 8 day of The . 2016

My Commission Expires:


Notary Public State of Florida at Large

## SWORN STATEMENT ON PUBLIC ENTITY CRIMES SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes
by

[print individual's name and title]
for Elyctrien Contracts Service Juke
[print name of entity submitting sworn statement]
whose business address is


$$
\text { HIATAL, FL } 33016
$$

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

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement:
$N \mid A$
)
2. I understand that a "public entity crime" as defined in Paragraph $287.133(1) 9 \mathrm{~g})$, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]


Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

## UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature of Entity Submitting Sworn Statement
Sworn to and subscribed before me this $\qquad$ day of $\qquad$ 20 6

Personally known


OR produced identification $\qquad$ Notary Public - State of $\qquad$

KNow
(type of identification)


My commission expires $\qquad$

(Printed, typed or stamped commissioned name notary public)

## CONFLICT OF INTEREST AFFIDAVIT

State of Florida \}
\} SS:
County of $\qquad$ \}

being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Electrica|Cotractiy, $\frac{\text { Strurer }}{7 x}$, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than $5 \%$ of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.
Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
Signed, sealed and delivered in the presence of:


Witness

(Title)

BEFORE ME, the undersigned authority, personally appeared Chox lo Fouto me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Charles $F$ loyd executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 8 day of Jwe , 2016.

My Commission Expires:


Notary Public State of Florida at Large

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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


The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

FLOYD, CHARLES HERSHEL JR
ELECTRICAL CONTRACTING SERVICE, INC.
2375 WEST 77TH STREET
HIALEAH

No: 238210-84
(OLD-1731-68)
Amount: \$ 150.00
The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: ELECTRICAL CONTRACTI
Type of Business: Electrical Contractors and Other Wiring Installation Contractors

ELECTRICAL CONTRACTING SERVICE, INC.
2375 W 77 ST
HIALEAH, FL 33016
Business Location:

2375 W 77 ST

Validating No. : 0000
Expires September 30, 2016
THIS IS NOT A BILL

## Local Business Tax Receipt <br> Miami-Dade County, State of Florida -THIS IS NOTA BILL - DO NOT PAY

1447937
business name/location
ELECTRICAL CONTRACTING SERVICE INC 2375 W 77 ST HIALEAH FL 33016


EXPIRES
SEPTEMBER 30, 2016
Must be displayed at place of business Pursuant to County Code Chapter 8A - Art. 9 \& 10

OWNER
ELECTRICAL CONTRACTING SVC INC Worker(s)

SEC. TYPE OF BUSINESS
196 ELECTRICAL CONTRACTOR EC13005149

## PAYMENT RECEIVED

 BY TAX COLLECTOR \$45.00 07/10/2015 CREDITCARD-15-035363THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER <br> Advanced Insurance Unds, LLC 3250 N. 29th Ave <br> Hollywood, FL 33020 | CONTACT ${ }^{\text {CAME: }}$ Certificate Department |  |
| :---: | :---: | :---: |
|  | PHONE (AIC, No, Ext): : 954 963-6666 | FAX ${ }_{\text {AAC, }}$ No): 9549641438 |
|  | ADDREss: Certificateofinsurance@advancedins.com |  |
|  | INSURER(S) AFFORDING COVERAGE | NAIC \# |
|  | insurer a : United Specialty Insurance Comp | 12537 |
| Electrical Contracting Service, Inc. 2375 West 77 Street <br> Hialeah, FL 33016 | InSURER B : Commerce and Industry Insurance | 19410 |
|  | InSURER C: Phoenix Insurance Company | 25623 |
|  | insurer d: Travelers Indemnity Co. of Conn | 25682 |
|  | InSURERE: |  |
|  | InSURERF: |  |

COVERAGES
CERTIFICATE NUMBER:

## REVISION NUMBER:

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


DESCRIPTION OF OPERATIONS / LOCATONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Charles H. Floyd Jr. - License \#EC13005149
Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End \#CG2010 (10/01) and End \#CG2037 (10/01). Blanket Waiver of Subrogation applies in favor of certificate holder under General Liability Policy as required by written contract per End \#CG2404 (10/93). Blanket Additional Insured and Waiver of Subrogation apply to Commercial Auto Policy as required by written contract per End \#CAF079 (04/07).

## CERTIFICATE HOLDER

Town of Miami Lakes 6601 Main Street
Miami Lakes, FL 33014-2268

## CANCELLATION

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

Advanced Ansurance Underwitera, $\angle L C$


CERTIFICATE NUMBER
ATL-003972610-01
REVISION NUMBER:4
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Coverage is provided for only those employees leased to but not subcontractors of Electrical Contracting Service, Inc.

| CERTIFICATE HOLDER | CANCELLATION |
| :---: | :---: |
| Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE the expiration date thereof, notice will be delivered in ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <br> Bryan Barger |

