

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 17, 2025

Presenter's Name and Title: Jinsheng (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 8428

Item Description: Temp. Reso. #R8428, APPROVING THE PURCHASE OF TWO POWERFLEX 755 DRIVES INCLUDING INSTALLATION AND STARTUP SERVICES IN THE AMOUNT OF \$278,939 FOR INJECTION PUMPS NO.1 and NO.4 AT THE WASTEWATER RECLAMATION FACILITY AND SCADA SECURITY ENHANCEMENT SOFTWARE IN THE AMOUNT OF \$33,054.04 FROM REXEL USA, INC., THROUGH THE SOLE SOURCE METHOD OF PROCUREMENT FOR A TOTAL EXPENDITURE OF \$363,828.04 FOR FISCAL YEAR 2025. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$278,939 is available in Utilities, Account No. 410-55-800-535-000-606510-52093 entitled "CIP-Construction"; \$33,054.04 is available in Utilities, Account No. 410-58-801-536-000-606810-52078 entitled "CIP Tech Software/Hardware".


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8428**
- **Attachment(s)**
 - **Attachment 1:** Quote for the PowerFlex 755 Drives
 - **Attachment 2:** Quote for the SCADA Security Enhancement Software
 - **Attachment 3:** Approved Sole Source Justification Form



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: June 11, 2025

RE: Temp. Reso. No. 8428, Purchases from Rexel USA, Inc.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8428, approving the purchase of two PowerFlex 755 Drives including Installation and Startup Services from Rexel USA, Inc., in a total amount of \$278,939 for Injection Pumps No.1 and No.4 at the Wastewater Reclamation Facility and SCADA (Supervisory Control and Data Acquisition) Security Enhancement Software from Rexel USA, Inc., in a total amount of \$33,054.04, using an approved Sole Source Justification Form, and for a total expenditure of \$363,828.04 for Fiscal Year 2025 ("FY 2025").

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City of Miramar Utilities owns and operates the Water and Wastewater Systems. The original Drives for Injection Wells No.1 and No.4 are more than 25 years old and has become obsolete. Therefore, both drives need to be replaced with newer model PowerFlex 755 Drives. In addition, the SCADA Security Enhancement Software is needed to enhance the Cyber Security as recommended.

DISCUSSION: Two quotes from Rexel USA, Inc., (PowerFlex 755 Drives in a total amount of \$278,939 and SCADA Security Enhancement Software in a total amount of \$33,054.04) were received and reviewed by City staff, and both quotes are deemed as fair and reasonable. Therefore, the City would like to make the required purchases using the sole source method of procurement to ensure continuous operations of the City's critical water and wastewater infrastructures. The purchases will also increase the total annual expenditure of \$363,828.04 for FY 2025. The detailed breakdowns are shown in Table 1 below.

Table 1. Purchases from the vendor (Rexel USA, Inc.) for FY 2025.

Date	PO #	Amount
11/18/2024	250665	\$20,000
12/19/2024	250960	31,835
Total for FY25		51,835
Proposed New Purchase		311,993.04
New Total for FY25		\$363,828.04

ANALYSIS: The City needs the purchases to ensure continuous operations of the City's critical water and wastewater systems as recommended.

Temp. Reso. No. 8428

4/30/25

6/10/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF TWO POWERFLEX 755 DRIVES, INCLUDING INSTALLATION AND STARTUP SERVICES, IN THE AMOUNT OF \$278,939 FOR INJECTION PUMPS NO.1 AND NO.4 AT THE WASTEWATER RECLAMATION FACILITY AND SCADA SECURITY ENHANCEMENT SOFTWARE, IN THE AMOUNT OF \$33,054.04, FROM REXEL USA, INC., THROUGH THE SOLE SOURCE METHOD OF PROCUREMENT, FOR A TOTAL EXPENDITURE OF \$363,828.04 FOR FISCAL YEAR 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities owns and operates the Water and Wastewater Systems. The original Drives for Injection Wells No.1 and No.4 ("Drives) are more than 25 years old and has become obsolete; and

WHEREAS, both Drives need to be replaced with newer model PowerFlex 755 Drives; and

WHEREAS, the Supervisory Control and Data Acquisition (SCADA) Security Enhancement Software is needed to enhance the Cyber Security as recommended; and

WHEREAS, quotes were obtained from Rexel USA, Inc. for PowerFlex 755 Drives in a total amount of \$278,939 and SCADA Security Enhancement Software in a total amount of \$33,054.04) and reviewed by City staff. Both quotes are deemed as fair and reasonable; and

Reso. No. _____

WHEREAS, the City want to make the required purchases using the sole source method of procurement to ensure continuous operations of the City's critical water and wastewater infrastructures; and

WHEREAS, the purchases will also increase the total annual expenditure of \$363,828.04 for Fiscal Year 2025; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approves the purchase of two PowerFlex 755 Drives including Installation and Startup Services from Rexel USA, Inc., in a total amount of \$278,939 for Injection Pumps No.1 and No.4 at the Wastewater Reclamation Facility and SCADA Security Enhancement Software from Rexel USA, Inc. in a total amount of \$33,054.04, using the sole source method of procurement, and for a total expenditure of \$363,828.04 for Fiscal Year 2025; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the purchase of two PowerFlex 755 Drives including Installation and Startup Services from Rexel USA, Inc. in a total amount of \$278,939 for Injection Pumps No.1 and No.4 at the Wastewater Reclamation Facility and SCADA Security Enhancement Software from Rexel USA, Inc. in a total amount of \$33,054.04 using the sole source method of procurement, and for a total expenditure of \$363,828.04 for Fiscal Year 2025; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the purchase of two PowerFlex 755 Drives including Installation and Startup Services from Rexel USA, Inc. in a total amount of \$278,939 for Injection Pumps No.1 and No.4 at the Wastewater Reclamation Facility and SCADA Security Enhancement Software from Rexel USA, Inc. in a total amount of \$33,054.04 using the sole source method of procurement and for a total expenditure of \$363,828.04 for Fiscal Year 2025.

Section 3: That the City Manager is authorized to execute appropriate agreements if needed.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8428

4/30/25

6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



Rockwell Automation Proposal #: FT2501290858SD

Date: May 2, 2025

Rockwell Automation Proposal #: FT2501290858SD

The proposal is presented by Rockwell Automation to be resold by Rexel to City of Miramar, Fort Lauderdale, FL.

Rockwell Automation Proposal #: FT2501290858SD

	QTY	DESCRIPTION	PRICE ea	Price Ext
	2	<p>PF755 450HP ND 480V N12 One NEMA 12 MCC Enclosure, approximately 97"H X 49.21"W X 32"D, with the following features:</p> <ul style="list-style-type: none"> Qty. 1- PowerFlex 755 AC Drive, w/ Embedded Ethernet/IP, Standard Protection, Forced Air, AC Input with Precharge, no DC Terminals, 545 Amps, 450HP ND, 480 VAC, 3 PH, Frame 8, Filtered, CM jumper installed (Preferred), None Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO Qty. 1- Door Mounted Full Numeric LCD HIM Qty. 1- Input Circuit Breaker Disconnect, 65 KAIC w/ Flange Handle (Input Thermal Magnetic breaker, 65KAIC, note does not necessarily reflect panel SCCR rating) Qty. 1- Drive Input Branch Fuses Qty. 1- Input Line Reactor, 3% Qty. 1- Control Power Transformer, Fused Primary/Secondary Qty. 1- Power Supply, 24VDC Qty. 1- Door Mounted RTD Monitor Qty. 2- Configurable Signal Converter Qty. 1- Dynamic Measurement Module Qty. 1- Door-Mounted Hand/Off/Auto Selector Switch Qty. 1- Door-Mounted High Temp. & Normal Bypass Selector Switch Qty. 1- Door-Mounted Drive Disable Push Button Qty. 1- Door-Mounted Master Reset Push Button Qty. 1- Door-Mounted Push To Test Control Power On Pilot Light (Green) Qty. 1- Door-Mounted Push To Test Drive Running Pilot Light (Red) Qty. 1- Door-Mounted Push To Test Drive Fault Pilot Light (Amber) Qty. 1- Door-Mounted Push To Test Check Valve Failure Pilot Light (Amber) Qty. 1- Door-Mounted Push To Test High Winding Temperature Pilot Light (Amber) Qty. 1- Door-Mounted Push To Test Low Level Pilot Light (Amber) Qty. 1- Door-Mounted Push To Test High Pressure Pilot Light (Amber) Qty. 1- Door-Mounted Push To Test High Motor Vibration Pilot Light (Amber) Qty. 1- Door Mounted Speed Potentiometer (1-Turn) Qty. 1- Door Mounted Elapsed Time Meter Qty. 2- Multi-Function Timing Relays Qty. 9- Control Relay, 120VAC Qty. 1- Control Relay, 24VDC Power Distribution Block Enclosure Fan and Filter Kit As Req. I/O Wired to Terminal Blocks <p>Note: *Similar of Order #R1USX01056 *Approval Drawing Included *Cable Top Entry/ Bottom Exit *Pricing is valid on a minimum purchase qty. of 2 units. If purchase qty. will be less than 2 units proposal will need to be revised to reflect new pricing per unit.</p>	\$99,432.00	\$ 198,864.00
B	1	<p>Startup Services Rockwell Automation will provide the startup of 2 (two) PowerFlex 755 AC Drive, w/ Embedded Ethernet/IP, Standard Protection, Forced Air, AC Input with Precharge, no DC Terminals, 545 Amps, 450HP ND, 480 VAC, 3 PH, Frame 8, Filtered, CM jumper installed (Preferred), None</p>	\$30,750.00	\$30,750.00
		<p>Engineering Services Standard Rockwell Automation as shipped documentation, including:</p> <ul style="list-style-type: none"> Schematics (paper copy, supplied in cabinet (PDF format upon request)) Panel Layout (paper copy, supplied in cabinet (PDF format upon request)) 		Included



Rockwell Automation Proposal #: FT2501290858SD

		• Additional documentation options available. See table below for additional information.		
C	1	<p>Installation Services</p> <ol style="list-style-type: none"> 1. Drives are located on 2nd floor of the HSP building. 2. Door opening is not large enough to permit passing the drives through the door without laying flat and/or standing up. 3. The conduct system is overhead EMT and through floor GRC. 4. There is plenty of floor space 5. The drives are close together 6. The overhead conduit will make it difficult to use the gantry hoist. <p>General steps</p> <ol style="list-style-type: none"> a. Prior to shut down, determine purpose for control wires and determine if lengthening the phase conductors is necessary. Develop preliminary termination schedule based on new drive specifications. b. Load new drives into 2nd floor electric room (when they are delivered). c. Coordinate with facility staff to shut down affected pump. d. Lockout/tagout breaker feeding pump drive. e. Remove the old drive and store it out of the way. f. Install new drive and secure to floor. g. Make terminations and do parallel conductor test and have another competent person double check. h. Remove LOTO i. Do loop checks with facility staff/drive manufacturer technician j. Assist in drive start up. k. Clean up and remove trash <p>Scope</p> <ol style="list-style-type: none"> 1. Remove old drives from building. 2. Research existing power and control wiring to ensure continuity with new drive 3. Perform all De-terminations and Re-terminations. 4. Install new drives 5. Provide testing assistance 6. Use facility forklift. If not available add \$3800 to the price to cover forklift rental. 7. Supply All hoisting equipment necessary 	\$49,325.00	\$49,325.00
		TOTAL PRICE		\$278,939.00
		Revision History:		
		<p>This proposal is based upon the following:</p> <ul style="list-style-type: none"> • Initial RFQ email Dated 1/28/2025 2:59:10 PM from Edward Arndt with the subject "Opportunity Tracker New Request assigned to "Configured Solutions Business":::: 400030501" • Miramar Effluent Pumps 1 & 2.prp • Rockwell Automation did not evaluate any specification(s) not identified above as a basis for this proposal. Compliance to a specification, if one exists, is the responsibility of others. 		

Rockwell Automation will build to the following default standards unless otherwise stated above:



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Design Standards: Rockwell Automation Standard (NEMA)
Input Voltage/Frequency: 460VAC, 60Hz
SCCR: 10KA minimum (unless stated otherwise above)
Ground Type: Solid Ground
Control Voltage: 120VAC, 60Hz
Power Components: IEC
Power Wire: MTW
Contactor/Starter Style: IEC
Maximum Ambient Temperature: 40 deg. Celsius/ 104 deg. Fahrenheit
Minimum Ambient Temperature (Without Space Heater): 0 deg. Celsius/ 32 deg. Fahrenheit
Enclosure Style: Rockwell Automation Specified, No Top Hat, Lifting Angle (as needed)
Enclosure Cooling: Fan and Filter
Cable Entry/Exit:

- Input Power - Top Entry
- Motor Power – Bottom Exit
- Control Wire – Top Entry
- Signal Communications – Top Entry

DC Circuit: No Brake Resistor Supplied
Device Mounting: Standard Rockwell Automation Practice
Panel Markers: Standard Rockwell Automation Adhesive Backed Vinyl
Nameplates: Adhesive Backed Lamacoid White w/Black Letters
Control Wirings: Thermoplastic (MTW/TEW)
Wire Markers: Standard Rockwell Automation Vinyl Cloth Wire Tags
Wire Numbers: Rockwell Automation Specified
Wire Routing: Standard Rockwell Automation Practice
Wire Fastening: White Panduit Channel and Adhesive Tie Wraps
Terminal Types: Bare wire to TB/Spade lug screws
Drawing Format: Standard Rockwell Automation Practice
Build Specification NA 125-65102-TPL-BSpec-NAM-en (available upon request)
Document Deliverables: Paper in Cabinet
Order Type: New Installation
Hazardous Location: No (See Note A7)
Seismic Study: No
Motor FLA: NEC HP FLA Values
UL508A: (See Note A7)

Purchase Order Instructions: Email Purchase Order

To: Edward.Arndt@rexelusa.com

Delivery: 14 Weeks AAO (After Acceptance of Order). *
***This delivery estimate is based on current component availability. Actual delivery will be determined upon acceptance of order based on component availability and final design.**

If Approval Drawings were requested, estimated lead time will begin after the drawings are approved for release to manufacturing and returned to Rockwell Automation.

Payment Terms: Standard Terms Apply

Terms and Conditions: Quote expires 60 days from date of issue.



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Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>
Full phone support at (888) 739-3577



Rockwell Automation Proposal #: FT2501290858SD

Options:

Documentation

As Shipped Documentation Types	Pricing	Index	Wiring Diagrams	Layout Drawing	Dimensional Information Drawing	Data Nameplate Drawing	Equipment Nameplate Drawing	Cut-sheets for Hardware Used in Build	Manuals for Hardware Used in Build	Drive User's Manual	Drive Installation Instructions	Drive Technical Manual	Inspection and Test Report	Storage Instructions	Bill of Materials	Terminal Block Diagrams
Standard	N/C		P	P	P	P	P									
Upon Request	N/C		EP	EP	EP	EP	EP									
AutoCAD Drawings	###		EA	EA	EA	EA	EA									
Data Package	###							EP	EP	EP	EP	EP	EP	EP	EP	EP

Notes: EP – Electronic (.pdf Format)

EA- Electronic (AutoCAD Format) *

P – Paper, supplied in cabinet

Pricing is for one set of documentation per item. For multiple items please contact your Rockwell Automation representative.

This table above is for standard documentation that is available from Rockwell Automation and is for "As Shipped" documentation only. If there are additional documentation requirements, please request the pricing from your Rockwell Automation representative.

*Transmittal of AutoCAD format drawings requires a signed confidentiality agreement.



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General Assumptions and Clarifications

The following assumptions and clarifications have been made by Rockwell Automation in the development of this Statement of Work. For Proposal Specific Exceptions and Clarifications (if any), please see the "Proposal Specific Exceptions and Clarifications" item in the quoted items section.

Reference	Assumptions
A1	This proposal provides equipment and services described in the scope here-in. Any items, services or specification not specifically addressed in this proposal are not included. Changes can be provided if required at additional costs.
A2	Rockwell Automation is acting as an equipment supplier only, not as a contractor or sub - contractor. The applicable specifications listed above are applicable only to the extent of the Rockwell Automation "EQUIPMENT SUPPLIER" scope of supply as described in this proposal.
A3	This proposal is based on Rockwell Automation understanding of the supplied bid materials and or other information provided regarding the required scope.
A4	Ambient Temperature: Unless otherwise stated, the design is based upon maximum 40 degree Celsius/104 degree Fahrenheit ambient. Consult Rockwell Automation if other ambient temperature requirements exist.
A5	This proposal assumes Rockwell Automation Engineering and Manufacturing standards will be used.
A6	Rockwell Automation Standard Test procedures have been quoted.
A7	UL Listing: If not itemized in above offering, UL listing is not included. Design and manufacture to UL specifications can be quoted upon request.
A8	For approval orders, Rockwell Automation provides schematics (elementary diagrams) and layout drawings in .pdf format. No additional approval documents are provided unless itemized in the above offerings.
	Clarifications
C1	Dimensions quoted are for reference only. Final dimensions will be determined during the engineering design phase.
C2	Rockwell Automation standard PDF drawing package has been quoted. 11" x 17" PDF drawings include Notes, Panel Layouts, Electrical Schematics, and Elevation Drawings.
C3	If AutoCad drawings are required, Rockwell Automation will require end user signature for Copyright Permission.
C4	Circuit breaker interrupting capacity does not reflect SCCR rating of enclosure. Short Circuit rating is 10kA unless noted elsewhere in this proposal.
C5	External Wiring: Unless otherwise stated, all external wiring to be wired to devices. No interposing terminal blocks included.
C6	All documentation will be furnished in electronic format unless otherwise stated.
C7	Rigging and handling to receive, store, move and set the Rockwell Automation supplied equipment is the responsibility of the customer. The equipment is to be stored in a secure indoor and dry area.
C8	Installer is to comply with all local and national codes and restrictions as well as drawing notes and Rockwell Automation installation guides.
C9	All aspects of mechanical, electrical and process safety are requirements of the customer.
C10	Unless otherwise stated, touch-safe options are not included but can be offered as an adder.
C11	Unless otherwise stated, enclosure cooling accomplished via side-mounted fan and filter. Customer responsible for providing adequate spacing on side of enclosure to accommodate air flow requirements.
C12	Customer or Site-Specific Requirements. This Statement of Work does not include Customer specific requirements or on-site activities such as Customer or site-specific safety training, background checks, health-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C13	Infectious Disease Planning. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding.

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	In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of a known infectious disease affecting Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.
C14	Shipping, Sales tax, fees, freight, or storage are not included.
C15	Bonds or bonding of any kind is not included.
C16	Any Liquidated Damages are not included.
C17	Unless specifically stated, no submittals other than standard Rockwell Automation documentation specified in the proposal are included.
	Installation material and installation.
D1	All required insurance is included.
D2	Bonding cost is not included in the proposal price.
D3	Permit fees are excluded.
D4	FPL fees are excluded.
D5	All control panels and control devices not specifically included in the scope section below are excluded.
D6	Concrete housekeeping pads and concrete curbs are not included.

Table 1: Assumption and Clarifications



Rockwell Automation Proposal #: FT2501290858SD

Rockwell Automation proposals- The Customer is solely responsible for determining if the Products requirements specified are acceptable for their intended use. Rockwell Automation disclaims all liabilities relative to Customer's specifications for the Product and its intended use. Any Product requirements or other deliverables beyond what was specified in the Rockwell Automation proposal shall not be included as part of the Product deliverable and if acceptable by Rockwell Automation shall be subject to an equitable adjustment to price, scheduling and other affected terms and conditions.

Unless otherwise stated in this Statement of Work, the following is not included: Municipality Specification Review, Drive Selection, Project Spec Generation, O & M Manuals, Submittal Drawings, Custom Control Circuit, Testing, Harmonic Analysis and Training. Any of these deliverables, or other deliverables required outside of the Statement of Work could result in monetary change orders or order cancellation.

Termination for Customer Convenience

This section describes cancellation fees for the scope defined in this Statement of Work, according to stage in which the cancellation is requested. Refer to the termination provision of the Terms and Conditions of Sale referenced in Statement of Work.

This schedule applies to all items being considered for cancellation, unless otherwise indicated or confirmed by Rockwell Automation. The percentage is based on the total net order/item value at the time of cancellation.

Project Stage	Cancellation Fee	Description
(1) Order Entry	10%	Customer PO accepted by Rockwell Automation via order acknowledgement confirmation
(2) Engineering Drawing Generation	30%	Kick-off meeting with Customer Initial Submission of Drawings
(3) Release to Manufacturing	75%	Parts Procurement
(4) Complete and Ready for Shipping	100%	Completed Test and Inspection; Ready for Shipping

Commitment for System Sales through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty:* Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty:* Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided, that service shall be performed in a workmanlike manner conforming to standard industry practice.



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(d) *Remedies:* Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General:* Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software.* Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.



Rockwell Automation Proposal #: FT2501290858SD

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside



Rockwell Automation Proposal #: FT2501290858SD

of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) *RoHS*: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third-party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.


REXEL

REXEL 1102 DCM SALES
3625 SW 30th AVE
FT LAUDERDALE, FL 33312-6709
954-389-2253
Fax 954-316-8100

Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
05/01/2025	S141837945	1 of 1
CUST PO#:		
JOB/REL#:		

QUOTE TO:

CITY OF MIRAMAR
2300 CIVIC CENTER PL
MIRAMAR, FL 33025-6577

SHIP TO:

CITY OF MIRAMAR
UTILITIES DEPARTMENT
13900 PEMBROKE RD
MIRAMAR, FL 33027-3489

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON	
180441	954-883-6809	Chu Poon	Edward Arndt 1106	
WRITER		WRITER PHONE#	WRITER EMAIL	
Jorge L Galindo 1102		954 446 6755	jorge.galindo@rexelusa.com	
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Jorge L Galindo 1102	FTL W	PROX 25th	05/01/2025	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
1EA	AB 9541M-TMFT11 THINMANAGER VFLEX 1 PERPETUAL WITH STANDARD TELEPHONE TECHNICAL SUPPORT 85 MF DS: S2/91F Volume Discount Applied Qty 15 Our Pn: 1604881 UPC: 19403330591		23332.400/EA	23332.40
1EA	AB 9541M-TMUT11 THINMANAGER V-FLEX REDUNDANCY PERPETUAL DS: S2/91F Volume Discount Applied Qty 15 Our Pn: 1695495 UPC: 19403361766 ***** QUOTE VALID THROUGH JULY 30, 2025 *****		9721.640/EA	9721.64

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusa.com/terms/terms.html>
Full phone support at (888) 739-3577

Subtotal	33054.04
S&H Charges	0.00
Sales Tax	0.00
Total	33054.04

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Requisition No.:	Department: Utilities
Recommended Vendor(s), if any: REXEL	Date: 5/1/25
	Estimated Cost: Not to Exceed \$363,829.00
Estimated Hours for Consulting Engagement:	Contact Person: Tony Marinelli
<input checked="" type="checkbox"/> Ongoing Purchase / Replacement	<input type="checkbox"/> New Purchase
If an Ongoing/Replacement Purchase what was the prior year expenditure: \$74,900.00	
Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) N/A .	

SECTION I

Completion of this form is required in advance of all Sole Source/Bid Waiver purchases (procurements) in excess of \$2,500 from Miramar resident vendors or \$1000 from all other vendors.

Check one of the following that best describes the proposed procurement:

- ☒ Only one source (supplier) exists for the required product/service ("sole source").
☐ Product Standardization
☐ Other reason deemed to be in the best interests of the City (Commission Approval Required)

1. In 'layman's terms', describe the purpose or function of the required product or service. (Minimum 3 sentences required.)

Wastewater Reclamation Facility (WWRF) injection well pumps variable frequency drives (VFD) control pumps speed to dispose treated wastewater into injection wells as part of the treatment process. Injection system equipped with (4) injection pumps, and (2) of the pump VFDs are obsolete. Repair parts are not available if VFD fails, which will cause treated wastewater to backup and affect the sewer collection system.

2. If the product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)

VFD or any type of electrical drive is a critical component for pump system. If the particular VFD could not be procured, pump will not run, and wastewater treatment process will be interrupted and cause sewer backup to the sewer collection system. Replacing drives with different manufacture would increase cost for re-design, repair and maintenance services. It would also increase cost for spare parts, and training on new equipment. The (2) obsolete drives will be replaced to match the (2) VFDs that have already been upgraded by manufacturer authorized service provider.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

Sole Source

- 3a. Explain why **the product/service** is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to unique specification, unique features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 4 sentences required.)

Allen Bradley VFDs were recommended by the Design Engineer and installed when treatment plants were constructed. Their products are proved to be durable and reliable. East WTP, West WTP, WWRF and lift stations use Allen Bradley VFD and equipment for their treatment processes. Purchase, service and spare parts for the drives can only be obtained from manufacturer representative (See sole source letter attached).

- 3b. Explain why this **vendor** is the only practicable available source, which to obtain this product or service and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributor of exclusive distributorships for the product or service, if, that is cited as a reason for this request.) (Minimum 4 sentences required.)

Rockwell Automation is the manufacturer for all Allen Bradley products including VFD, Programmable Logic Controllers (PLC), Soft Starters, and Rockwell Automation software. Rexel is the sole representative for Rockwell Automation and to provide services for their products (See sole source letter attached). Purchase from manufacturer representative will guarantee products are not from international market, which could be prohibited by the manufacturer, and repair or replacement (with or without warranty) may also be refused by the manufacturer.

Product Standardization

4. Explain why the product/service requested can best satisfy your requirements and explain why a waiver of competitive bidding is in the best interest of the city. Be specific about unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

N/A

Sole Source and Product Standardization

5. Provide a description of the market survey conducted and the results, or a statement of the reasons a market survey was not conducted. (Minimum 4 sentences required.)

A market survey was not conducted. Purchase is directly from manufacturer's representative.

6. Will this purchase obligate the city to a particular vendor/provider for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item. Will the City need more "like" items or services in the future to match this one?)

No, it will not obligate the city to this vendor, but it will reduce cost by using authorized distributor. If vendor was unable to provide products and services, Rockwell Automation will assign another authorized vendor in the area.

City of Miramar

SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

7. Explain why the price for this product or service is considered to be fair and reasonable.

The product price is considered to be fair and reasonable. Price is set by the manufacturer and is comparable with other brands.

8. Describe the negotiations efforts, if any that have been made with the vendor/provider to obtain the best possible price.

Pricing is set by the manufacture and is comparable with other brands.

9. Describe the actions the department will take, if feasible, to overcome the present barriers to competition prior to any future procurement of this product or service.

Due to the need to maintain water service to the residents of Miramar and comply with FDEP requirements, purchase may only be made from the manufacturer representative.

PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: Tony Marinelli

Position: Utility Maintenance Manager

Department: Utilities

Date: 5/8/25

I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

DocuSigned by:

Francois Domond

6/3/2025

Department Director Signature

Date

For Procurement Department Use Only

This approval is effective for 365 days

A good faith review of available sources has been conducted by:

☐ User Department ☐ Procurement Department ☐ Standards Committee

I concur that this contract is not suitable for competitive bids or proposals

DocuSigned by:

Alicia Lynn

6/4/2025

Chief Procurement Officer

Date