

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

Meeting Date: April 22, 2026

Presenter's Name and Title: Jinsheng 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: 8638

Item Description: Temp. Reso. #R8638, APPROVING THE PURCHASE OF SERVICES FROM PANTROPIC POWER, INC. TO CONDUCT A FAILURE ANALYSIS OF CATERPILLAR GENERATOR NO. 4 AT THE WASTEWATER RECLAMATION FACILITY USING THE APPROVED SOLE SOURCE JUSTIFICATION IN AN AMOUNT OF \$195,000, AND ADD A CITY ALLOWANCE OF \$330,000 FOR THE EXPECTED FOLLOW-UP REPAIRS BASED ON THE FINDINGS OF THE FAILURE ANALYSIS REPORT, AND FOR A TOTAL EXPENDITURE OF \$596,000 WITH PANTROPIC POWER, INC. FOR FISCAL YEAR 2026. (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 \$525,000 is available in Utilities, CIP-Account 410-55- 810-535-000-606510-52093 entitled "CIP-Construction".


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8638**
- **Attachment(s)**
 - **Attachment 1: New quotes of \$195,000 from Pantropic Power, Inc.**
 - **Attachment 2: 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: April 16, 2026

RE: Temp. Reso. No. 8638 approving the purchase from Pantropic Power, Inc. to conduct a failure analysis of Caterpillar Generator No. 4 at the Wastewater Reclamation Facility

RECOMMENDATION: The City Manager recommends the approval of the purchase of services from Pantropic Power, Inc. (“Pantropic”) to conduct a failure analysis of Caterpillar Generator No. 4 at the Wastewater Reclamation Facility (“WWRF”) using the approved sole source justification in an amount of \$195,000, and allocating a City Allowance of \$330,000 for the expected follow-up repairs based on the failure analysis report, for a total expenditure of \$596,500 for the Fiscal Year 2026.

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 Department (“City”) is responsible for the operation and maintenance of the WWRF. As required by regulations, the generators are needed to provide critical backup power to continuously operate our WWRF plant even during emergencies (for example, a hurricane). During the regular maintenance and testing, the existing Caterpillar Generator No. 4 failed to start. The City staff engaged with Pantropic, the only authorized Caterpillar dealer in South Florida, to analyze and find a solution to repair Generator No. 4.

DISCUSSION: The City of Miramar would like to use the approved sole source justification form to purchase services from Pantropic in an amount of \$195,000 to conduct a failure analysis of Caterpillar Generator No. 4 using the approved sole source justification and allocating a City Allowance of \$330,000 for the expected follow-up repairs, based on the failure analysis report. The total anticipated expenditure to repair

Generator No. 4 has been estimated at \$525,000. Adding previous expenditures, the total expenditures with Pantropic will be \$596,500 for the Fiscal Year 2026. The detailed breakdowns for the purchases, including the proposed, are listed on Table 1 below.

Table 1. Purchases from the vendor (Pantropic Power, Inc.).

| Date | PO # | Amount |
|-------------------------------|-----------------------|------------------|
| 11/13/2025 | 2601697 | \$21,500 |
| 12/18/2025 | 2601706 | 50,000 |
| | Total for FY26 | 71,500 |
| | | |
| Proposed New Purchases | | 525,000 |
| New Total for FY26 | | \$596,500 |

ANALYSIS: The purchase is critical to the operations, as it provides critically needed backup power at the Wastewater Reclamation Facility as required by regulations.

Funding in the amount of \$525,000 is available in Utilities, CIP-Account 410-55- 810-535-000-606510-52093 entitled "CIP-Construction".

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF SERVICES FROM PANTROPIC POWER, INC. TO CONDUCT A FAILURE ANALYSIS OF CATERPILLAR GENERATOR NO. 4 AT THE WASTEWATER RECLAMATION FACILITY USING THE APPROVED SOLE SOURCE JUSTIFICATION IN AN AMOUNT OF \$195,000, AND ALLOCATING A CITY ALLOWANCE OF \$330,000 FOR THE EXPECTED FOLLOW-UP REPAIRS BASED ON THE FINDINGS OF THE FAILURE ANALYSIS REPORT, AND FOR A TOTAL EXPENDITURE OF \$596,500 WITH PANTROPIC POWER, INC. FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar Utilities Department (“City”) is responsible for the operation and maintenance of the Wastewater Reclamation Facility (“WWRF”); and

WHEREAS, as required by regulations, generators are needed to provide critical backup power to continuously operate our WWRF even during emergencies (for example, hurricanes); and

WHEREAS, during regular maintenance and testing, the existing Caterpillar Generator No. 4 failed to start, prompting City staff to engage with Pantropic Power, Inc. (“Pantropic”), the only authorized Caterpillar dealer in South Florida, to analyze and find a solution to repair the generator; and

WHEREAS, the City of Miramar would like to use the approved sole source justification form to purchase the services from Pantropic in an amount of \$195,000 to conduct a failure analysis of Caterpillar Generator No. 4; and

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WHEREAS, the City will also allocate a City Allowance of \$330,000 for the expected follow-up repairs based on the failure analysis report, bringing the total anticipated expenditure required to fully repair Generator No. 4 to \$525,000; and

WHEREAS, adding previous expenditures, the total expenditure with Pantropic will be \$596,500 for the Fiscal Year 2026; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services purchased by a single department from 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 services from Pantropic to conduct a failure analysis of Caterpillar Generator No. 4 at the WWRF using the approved sole source justification in an amount of \$195,000, and allocating a City Allowance of \$330,000 for the expected follow-up repairs based on the failure analysis report, and for a total expenditure of \$596,500 for the Fiscal Year 2026; 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 services from Pantropic to conduct a failure analysis of Caterpillar Generator No. 4 at the WWRF using the approved sole source justification in an amount of \$195,000, and allocating a City Allowance of \$330,000 for the expected follow-up repairs based on the failure analysis report, and for a total expenditure of \$596,500 for the Fiscal Year 2026; and

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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 approval of the purchase of services from Pantropic Power, Inc. to conduct a failure analysis of Caterpillar Generator No.4 at the Wastewater Reclamation Facility using the approved sole source justification in an amount of \$195,000, and allocating a City Allowance of \$330,000 for the expected follow-up repairs based on the failure analysis report, and for a total expenditure of \$596,500 for the Fiscal Year 2026.

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.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

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

| <u>Requested by Administration</u> | <u>Voted</u> |
|---|---------------------|
| Commissioner Maxwell B. Chambers | _____ |
| Commissioner Avril Cherasard | _____ |
| Commissioner Yvette Colbourne | _____ |
| Vice Mayor Carson "Eddy" Edwards | _____ |
| Mayor Wayne M. Messam | _____ |



SERVICE ESTIMATE

ONE SOURCE-ONE CALL-ONE SOLUTION™
www.Pantropic.com

Ft. Lauderdale Miami West Palm Bch
954-797-7972 305-592-4944 561-640-0818

Estimate No SQ0002177
Work Order SC145008
Estimate Date 1/12/2026
Customer No 3174865
Expiration Date 2/11/2026

Bill To: City Of Miramar
2300 CIVIC CENTER PL
Attn: Accounts Payable
MIRAMAR, FL 33025-6577

Job Site: City Of Miramar
2300 CIVIC CENTER PL
Attn: Accounts Payable
MIRAMAR, FL 33025-6577

| PPI Contact | Phone No. | Division | Location | | |
|-----------------|----------------|---------------|----------|------------------------|---------------|
| Eduardo Riveron | (305) 592-4944 | General | | | |
| Make | Model | Serial Number | ID No. | Customer Equipment No. | Service Meter |
| CAT | 3512_NC | EBG00674 | | | 0.00 |

Segment: 01 REMOVE- GENERATOR SET

Segment Model: 3512_NC Segment Serial Number:EBG00674

| Item | Description | Quantity | Unit Price | Extd Price |
|--|--|----------|------------|---|
| Scope of Work: We will disconnect all electrical connections, fuel lines, batteries, and the muffler, and drain the coolant and oil. Next, we will remove the louver and use a crane to lift the generator set and transport it to the shop for removal and failure analysis. Once we identify the root cause of the failure, we will provide a detailed quote for the appropriate overhaul. The cost of this initial service will be deducted from the final overhaul price. | | | | |
| SVC_OP_0 | REMOVE AND PERFORMAN FAILURE ANALYSIS | 1.00 | 195,000.00 | 195000.00 |
| | | | | Misc \$195,000.00 |
| | | | | Segment 01 Subtotal \$195,000.00 |

Total Labor \$0.00
Total Parts \$0.00
Total Miscellaneous \$195,000.00
Sales Tax \$0.00
Estimate Total **\$195,000.00**

PANTROPIC POWER, INC.

SERVICE ESTIMATE

TERMS AND CONDITIONS

Per Owner/Customer's request, Pantropic Power, Inc. (hereinafter "PPI") has estimated repairs on the Equipment, including all components, parts or other miscellaneous items listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the Equipment to be repaired additional parts, labor and miscellaneous

items may be necessary. If so, at customer's request a Service Estimate for additional repairs will be forwarded to Owner/Customer for approval. NOTE: By accepting this service Estimate in writing, verbally or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK," Owner/Customer agrees to all terms and conditions set forth herein. NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER OWNER/CUSTOMER PURCHASING TERMS.

AUTHORITY TO PERFORM REPAIRS: It is understood that upon receipt of any items or Equipment for repair, maintenance or other work, PPI may examine the item or Equipment received and PPI may suggest other work to be performed, in addition to whatever work, if any, might have been requested by Owner/Customer.

TIME AND MATERIAL WORK: PPI will proceed with the work agreed upon as set forth herein.

FIRM PRICE: If requested, a firm price will be given in writing to Owner/Customer for labor and or parts to do a specific repair. Any agreed-upon repair order not covered by a firm written proposal will be billed at current time and material prices.

UNFORESEEN PROBLEMS OR ADDITIONAL REPAIRS: PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE AND DUE TO THE CIRCUMSTANCES THE TIME NECESSARY TO REPAIR MAY INCREASE.

In the event additional repair work is found to be necessary pursuant to PPI's examination and inspection of the Equipment (due to continuous use, unknown problems, working conditions, dirty equipment, waiting on Owner/Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PPI's control and items discovered during disassembly in need of repair or replacement during disassembly that are not covered herein), PPI will communicate with Owner/Customer regarding the additional repair work needed. In the event PPI is unable to communicate with Owner/Customer, PPI, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with Owner/Customer. In the event the the right to proceed with the additional repair without further communication with Owner/Customer and any and all additional repairs will be charged to Owner/Customer at current time and material prices.

AUTHORITY OF OWNER/CUSTOMER'S PERSONNEL: Unless the Owner/Customer notifies PPI, in writing, that only authorized Owner/Customer employees have binding authority, PPI is authorized and Owner/Customer specifically agrees that PPI can accept any Owner/Customer employee's authorization as Owner/Customer's full authority to approve PPI to perform any and all work, repairs, service or maintenance. Should Owner/Customer not provide PPI with written instructions as to the names of authorized employees, any Owner/Customer employee has the right to authorize PPI to perform work, repairs, service or maintenance, and such authorization serves to waive any defense on behalf of Owner/Customer that the work, repairs, service or maintenance was not properly authorized by Owner/Customer. All instructions to PPI regarding authority of Owner/Customer's personnel to bind Owner/Customer to this Repair Estimate shall be in writing and sent via courier or U.S. mail, return receipt requested, to PPI's main office, Attention President of PPI at 8205 NVW 58th Street, Miami, Florida 33166.

PURCHASE ORDER: In the event PPI has performed any work and a purchase order number is required Owner/Customer shall provide such purchase order number to PPI within 3 business days of receiving either a pro forma invoice or the Repair Estimate from PPI. If Owner/Customer fails to provide such purchase order number within such period of time (3 business days), PPI has a right to invoice Owner/Customer without a purchase order number and Owner/Customer waives, forfeits and/or renounces any right to dispute such invoice for failure to obtain a purchase order.

HOLD HARMLESS AGREEMENT FOR OWNER/CUSTOMER'S PARTICIPATION IN SERVICE WORK: In the event Owner/Customer or Owner/Customer's personnel, agents, representatives and/or employees assist PPI's personnel in performing any service or warranty work, Owner/Customer agrees to hold harmless and fully indemnify PPI for any injuries or damages to anyone, including Owner/Customer's personnel, agents, representatives and/or employees arising out of the assistance to PPI's personnel in servicing or repairing Owner/Customer's Equipment.

NO CORPORATE OR OTHER DISCOUNTS: No additional discounts may be applied to this Service Estimate.

PRICE ADJUSTMENTS: This Service Estimate is based on current parts and labor pricing. If any price increases occur by others outside of the control of PPI, Owner/Customer agrees, consents and approves to assume such price increases and to pay any such increased amounts as part of the invoiced amount.

MISCELLANEOUS: This Service Estimate is prepared with the most current information available to PPI.

- A. The following charges are not included unless stated in this Service Estimate: state, local, incidental care, environmental, taxes, freight, etc. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use or shipment of the Equipment serviced, now or subsequently becoming effective and if not included in the invoice for the serviced Equipment, the amount may be invoiced later.
- B. This is the entire Service Estimate agreed to between Owner/Customer and PPI and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.

RISK OF LOSS: All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by Owner/Customer of Equipment.

SEVERABILITY: In the event any provision found in this Service Estimate's Terms and Conditions are found by a Court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall thereby not in any way be affected or impaired.

STATUTORY LIEN: Owner/Customer hereby waives its rights to possession under any and all Florida law and agrees that PPI is entitled to a possessory lien in connection with the Equipment being serviced herein until PPI is paid in full for any and all parts, labor and/or services rendered as listed in this Service Estimate.

LIMITATION OF WARRANTIES AND LIABILITIES/EXCLUSIVE LIMITED WARRANTY: The following limited warranty applies:

- A. PPI warrants workmanship and materials furnished by it for a period of 30 days from the date of completion of any particular job. If defects or suspected defects are found, Owner/Customer or Owner/Customer's agent must notify PPI in writing within 30 days from the date of the job's completion as indicated by PPI as to the defects or suspected defects. In the event there are any defective parts claimed to exist by Owner/Customer, the alleged defective component must be stated in the notice and made available to PPI for inspection and repair within 30 days after completion of the repair for which adjustment is claimed. If not, PPI


shall be relieved of any and all liability for such defect, suspected defect and/or adjustment. If inspection by PPI confirms that the reported deficiency is attributable to its furnished parts or workmanship as determined by its qualified personnel, PPI will repair or replace the faulty part or assembly at its nearest service department, during regular working hours, subject to conditions stated herein. No other warranty is authorized by PPI and, in fact, all other warranties are fully, completely and expressly disclaimed. **SUCH REMEDIES SHALL CONSTITUTE OWNER/CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OWNER/CUSTOMER HEREBY AGREES THAT ALL OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS ARE EXPRESSLY WAIVED AND EXCLUDED. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS WARRANTIES OF ANY KIND. IN THE EVENT SUBSTANDARD REPAIR WORK IS REQUESTED BY OWNER/CUSTOMER AND SUCH WORK IS PERFORMED BY PPI AT OWNER/CUSTOMER'S REQUEST, SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. OWNER/CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**

- B. Other than the warranty stated, there are **NO OTHER WARRANTIES AND PPI DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED AND PPI FULLY AND COMPLETELY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, WARRANTIES RELATED TO A PARTICULAR PURPOSE, EXPRESS WARRANTIES OR OTHER TYPES OF WARRANTIES OR GUARANTEES.**
- C. Owner/Customer fully acknowledges this Service Estimate constitutes the entire agreement between Owner/Customer and PPI and any representation, promise, condition, inducement or warranty, express or implied, not included in this Service Estimate shall not be binding upon any party unless in writing and signed by PPI's Corporate President.
- D. It is also agreed by Owner/Customer that PPI is not liable for any consequential damages in connection with defective workmanship or materials. PPI's liability related to any work performed is solely and exclusively limited to the refund of any amounts paid to PPI for the service, work or parts related hereto. **ALL CONSEQUENTIAL DAMAGES OF ANY KIND ARE AGREED BY OWNER/CUSTOMER TO BE FULLY AND COMPLETELY WAIVED SO THAT PPI HAS NO LIABILITY FOR ANY SUCH CONSEQUENTIAL DAMAGES.** Owner/Customer hereby acknowledges the only warranty applicable hereto is as stated in Section "A" titled "Limitation of Warranties and Liabilities/Exclusive Limited Warranty" hereinbefore stated.
- E. Warranty work is performed during normal business hours, Monday through Friday. An overtime differential will be charged on warranty work performed after hours and/or work performed on Saturday, Sunday and all holidays. Travel time and mileage will be an additional charge.
- F. Irrespective of other provisions of this Service Estimate, PPI will be permitted to perform any warranty service work on Equipment where it deems such appropriate. Owner/Customer agrees to be responsible for delivery of the Equipment to PPI's main facility unless directed otherwise for the performance of the warranty work. The location of any warranty work to be performed is to be determined by PPI in its sole discretion. The cost of transporting the Equipment to/from PPI is the responsibility of Owner/Customer.

G. **CHOICE OF LAW, CHOICE OF VENUE, FORUM AND FEES AND EXPENSES, WAIVER OF JURY TRIAL:**

- i. Fees and Costs: Owner/Customer shall pay PPI for all reasonable costs, fees and expenses incurred (including attorneys' fees and court costs incurred through appellate levels and any postjudgment expenses and interest) in the event of any controversy, litigation or claim regarding this Service Estimate or any matter related to the services provided, repairs made, labor and/or parts provided, including any action required to collect monies due or that become due, or incurred in replevying the Equipment.
- ii. Choice of Law, Venue and Forum: Regardless of the place of execution, the place of performance, the residence of the parties involved, the work provided, the repairs made or the choice of law rules existing in the jurisdiction where any such activity occurs, any action arising or relating to the Service Estimate Terms and Conditions, this agreement, the transactions involved herein or the services provided shall be construed and governed exclusively under the laws of the state of Florida and no other state. It is further agreed that the sole and exclusive venue of any action brought by any party concerning any matter related hereto shall lie solely and exclusively in the courts of Miami-Dade County, Florida. This choice of law and venue provision means that only Florida law will apply and any action commenced or maintained related hereto must and shall be commenced and thereafter maintained exclusively in Miami-Dade County, Florida.
- iii. Waiver of Jury Trial: It is agreed to by all parties that trial by jury is fully and completely waived. As such, there is no entitlement to a trial by jury as to anything related to the Service Estimate Terms and Conditions, the transactions involved herein or the services provided as such right is fully and completely released, waived or otherwise deemed unenforceable by all parties.

**City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM**

| | |
|---|---|
| | Department: Utilities |
| Recommended Vendor(s), if any Pantropic Power | Date: 02/05/26 |
| | Not-to-Exceed: \$600,000.00 |
| Estimated Hours for Consulting Engagement: N/A | Contact Person: Bruce Tross  |
| <input checked="" type="checkbox"/> Ongoing Purchase | <input type="checkbox"/> New Purchase |
| If an Ongoing/Replacement Purchase what was the prior year expenditure \$63,290.00 | |
| Does this purchase request represent an increase or a decrease in utilization or price? (Please explain in detail) The Purchase request represents an increase in price due to additional maintenance services required for Fiscal year 2026. These units are over 27 years old and need to be maintained as the cost of a new unit is \$1,000,000.00 | |

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 required product or service that is being procured and the purpose or function. (Minimum 3 sentences required.)
The requested services consist of maintenance, inspection, diagnostics, and repair services for Generator #4 located at the Wastewater Reclamation Facility. This generator is a critical infrastructure asset that provides emergency backup power necessary to maintain continuous wastewater treatment operations during utility power outages. Backup power capability is required under the City's FDEP-issued operating permit to ensure uninterrupted treatment processes and regulatory compliance. Routine maintenance and timely repairs are required to ensure the generator remains operational, reliable, and capable of immediate deployment when needed to support public health and environmental protection.

2. If the particular product or service was not available or could not be procured, how would the department proceed with its work? (Minimum 3 sentences required.)
Generator #4 is essential to maintaining uninterrupted wastewater treatment operations during power interruptions. Proper maintenance ensures the generator can operate as designed and meet operational and regulatory requirements. Failure to maintain this equipment could result in service disruptions, permit violations, environmental impacts, and increased risk to public health and safety.

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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.)

The requested services can only be provided by an authorized Caterpillar dealer due to manufacturer-controlled service requirements. Maintenance and diagnostics for Caterpillar generators require proprietary diagnostic software, tools, and system access that are licensed exclusively to authorized Caterpillar dealers. Pantropic Power, Inc. is the only authorized Caterpillar dealer serving the City's geographic area. Non-authorized vendors do not have legal access to required diagnostic systems and therefore cannot perform the required services to manufacturer standards.

3b. Explain why this **vendor** is the only practicable available source from 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 3 sentences required.)

The requested services can only be provided by an authorized Caterpillar dealer due to manufacturer-controlled service requirements. Maintenance and diagnostics for Caterpillar generators require proprietary diagnostic software, tools, and system access that are licensed exclusively to authorized Caterpillar dealers. Pantropic Power, Inc. is the only authorized Caterpillar dealer serving the City's geographic area. Non-authorized vendors do not have legal access to required diagnostic systems and therefore cannot perform the required services to manufacturer standards. Sole Source Letter attached.

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 with regard to unique specification, unique features, characteristics, requirements capabilities and compatibility. Describe what steps have been undertaken to make this decision. (Minimum 3 sentences required.)

The existing standby generator is Caterpillar manufactured. Maintenance and diagnostic services require Caterpillar specific software, tools, and authorized parts. To ensure compatibility, reliability, and regulatory compliance, services must be performed by an authorized Caterpillar dealer.

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 formal market survey was not conducted because the manufacturer has confirmed that Pantropic Power, Inc. is the sole authorized dealer for Caterpillar equipment in the service territory. The City reviewed manufacturer documentation and prior service history to verify exclusivity. No alternative vendors were identified that could provide equivalent services using authorized diagnostic tools and parts. As a result, competitive procurement is not feasible for this service.

City of Miramar
SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

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?)

The services provided by Pantropic Power Inc. would increase the life of the equipment and ensure that if there was an FP&L outage. Backup power provided by these Generators would always provide treatment and reclaimed water to the residents of Miramar.

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

Pricing is considered reasonable based on prior service history for similar generator maintenance services and review of the current scope of work.

Complete for Sole Source and Product Standardization

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

Negotiation efforts have been made however vendor maintains that this is the best possible price.

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.

We will continue to monitor manufacturer authorization policies and available service options to determine whether competitive procurement becomes feasible in the future.

Complete for Sole Source and Product Standardization

City of Miramar SOLE SOURCE/PRODUCT STANDARDIZATION JUSTIFICATION FORM

PLEASE ALSO ATTACH ADDITIONAL SHEETS OR INFORMATION AS NEEDED

Name of the person who prepared this request and justification:

Name: Bruce A. Tross Position: Wastewater Plant Manager

Department: Utilities Date: 02/05/26

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

Francois Domond DocuSigned by:
Francois Domond 2/5/2026

Department Director (Print Name) Signature Date

For Procurement Department Use Only

This approval is effective for _____ 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 2/12/2026

Chief Procurement Officer Date



February 11, 2026

Bruce A. Tross

Chief Wastewater Plant Operator | Utilities
City of Miramar | 13900 Pembroke Rd Bldg A 2nd FL
O: 954.883.5841 | C: 954.980.9710 | F: 954.602.3656
batross@miramarfl.gov

RE: Authorized Cat Dealer

Pantropic Power Products Inc. with its primary offices at 8205 NW 58th St. Miami, FL 33166 (“Dealer”), is the only authorized independent dealer in South Florida and of various models of Cat® branded machines, equipment, engines, oils and spare parts (“Cat® products”). As an authorized Cat dealer, Dealer provides prompt, competent services for Cat® products in the following counties in the state of Florida: Indian River, Okeechobee, Glades, Charlotte, Lee, Hendry, Collier, Monroe, Dade, Broward, Palm Beach, Martin, and St. Lucie (the “Service Territory”). The dealer is the only Cat dealer with approved business locations in the Service Territory. Cat Technicians can diagnose and repair Caterpillar engines and equipment, using Caterpillar Electronic Technician (CAT ET) and Cat Service Information System (Cat SIS). Cat ET is a diagnostic software required to communicate, diagnose and service electronically controlled Caterpillar engines and machines

In the event Dealer ceases to be an authorized Cat dealer, support for Equipment will be available from either a newly appointed dealer or another Cat dealer in Caterpillar’s dealer network.

If you have any questions concerning Caterpillar or Cat dealers, or require additional information, please contact me at the number below.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Kania".

Adam Kania
Aftermarket Solutions Representative
Caterpillar, Inc.
Phone: (309) 453-0794